

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF CHATHAM COUNTY, GEORGIA, HELD ON FRIDAY, MARCH 12, 2010, IN THE COMMISSION MEETING ROOM ON THE SECOND FLOOR OF THE CHATHAM COUNTY COURTHOUSE, LEGISLATIVE AND ADMINISTRATIVE BUILDING, 124 BULL STREET, SAVANNAH, GEORGIA.

I. CALL TO ORDER

Chairman Pete Liakakis called the meeting to order at 9:30 a.m., Friday, March 12, 2010.

=====

II. INVOCATION

Chairman Pete Liakakis gave the Invocation.

=====

III. PLEDGE OF ALLEGIANCE

Commissioner Patrick Shay led the Pledge of Allegiance to the Flag of the United States of America.

=====

IV. ROLL CALL

The Clerk called the roll.

Present: Pete Liakakis, Chairman
 Dr. Priscilla D. Thomas, Vice Chairman, District Eight
 B. Dean Kicklighter, Chairman Pro Tem, District Seven
 Helen L. Stone, District One
 James J. Holmes, District Two
 Patrick Shay, District Three
 Patrick K. Farrell, District Four
 Harris Odell, Jr., District Five
 David M. Gellatly, District Six

Also present: R. E. Abolt, County Manager
 Jonathan Hart, County Attorney
 Barbara B. Wright, Acting Clerk

=====

V. PROCLAMATIONS AND SPECIAL PRESENTATIONS

1. ST. PATRICK’S DAY CELEBRATION.

Chairman Liakakis said, and now I’d like to call on – we have a little bit of entertainment for our parade members this morning, and I’m like to call on Maurice & Doubleday to give us a couple of songs. Maurice & Doubleday then called Grand Marshal Denny Herb forward and sang “Danny Boy” to him.

Chairman Liakakis said, thank you very much, Gentlemen, we appreciate that. Then he said, Gerald, would you all come forth? Bring – just in case of certain activities that occur here, we want you to come forth and stand by right here, just in case we do need you. We just want to be prepared here for any kind of specific incidents that might occur. Somebody was going to – wanted to make a motion for the shovel?

Commissioner Farrell said, well, if there’s no circus coming to town, maybe we could – I make a motion that we donate the tools to the City of Savannah. Commissioner Gellatly said, second that motion. Chairman Liakakis said, we have a second on that. okay, everybody in favor of contributing these particular clean-up items to the City Council, please go on the board.

Commissioner Farrell moved that the shovel and other utensils be donated to City Council, City of Savannah. The motion was seconded by Commissioner Gellatly and passed unanimously.

Chairman Liakakis said, what I'd like to do right now is ask Denny Herb, our Grand Marshal, and Copie Burnett, the General Chairman, to come forth with all of the members of the committee that you have right now, and if they will stand behind us, because I've got this proclamation, and this proclamation, of course, we had one over at the Investiture, where you were sashed,, but this is live. All of this activity now is live on the government channel and we want all of the citizens in Chatham County, besides reading it in the news media and all, for this particular proclamation that we are giving to you this morning.



WHEREAS, one of the highest honors to be bestowed upon an Irish Catholic in Chatham County is to be elected Grand Marshal of the St. Patrick's Day Parade; today we salute with great pride the 2010 Grand Marshal, Denny Herb; and

WHEREAS, Chatham County is privileged to have among its citizenry many fine sons and daughters of Ireland that have made many notable contributions to Chatham County. Their illustrious ancestry have given to Chatham County their labor, their love, and their dedication; and

WHEREAS, Denny Herb, who traces his Irish roots back to County Cork, grew up on East Broad Street in Savannah's very Irish, very Catholic "Old Fort" neighborhood and attended Cathedral Kindergarten, located then in the basement of St. Vincent's convent. He spent the next eight years at Blessed Sacrament Catholic School before moving on to Benedictine Military School where he was a star basketball and baseball player before graduating in 1961; and

WHEREAS, Denny Herb later played baseball at Georgia Southern University and following his athletic career, the electrical contractor with Braddy Electric spent the better part of three decades officiating high school and college basketball games. Over the years, Denny also assisted with numerous civic projects.

NOW, THEREFORE, I, Pete Liakakis, Chairman, on behalf of the Chatham County Board of Commissioners, do hereby proclaim Friday, March 12, 2010 as:

GRAND MARSHAL DENNY HERB DAY

in Chatham County and salute him for having this prestigious title bestowed upon him and feel assured that Irish eyes will be smiling as he leads the 186th St. Patrick's Day Parade.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Chatham County, Georgia to be affixed this the 12th day of March 2010.

Pete Liakakis, Chairman
Chatham County Commission

ATTEST:

Frances Q. Rasmussen, Deputy Clerk

Chairman Liakakis said, and, Denny, not only being a member, a long-time member of the St. Patrick Day Parade, but the many things that you did for our young people to help them in athletics and many other endeavors in the community, on behalf of the Chatham County Commission, we thank you for all the things you've done and we

know that you're going to be a great Grand Marshal, leading this great parade, and many other things between now and next year. But what I'd also like to do, because you've helped so many in the athletic areas and others, and made a difference, we've got a medal here that I'd like to present to you, also, that we present to special people in the community. Mr. Herb said, thank you so much, Pete.

Chairman Liakakis said, what I'd also like to do, we have another member here – of course, all the members of the Executive Committee and the officers and all, we appreciate all of the things that they have done in the past and especially Father O'Brien there, who's the religious leader and has participated on many times and helped us, and a former Grand Marshal himself. But one of the other persons that have worked long and hard for the St. Patrick's Day Parade is none other than Copie, who is now the Chairman of the St. Patrick's Day Parade Committee and has worked hard and long with the other members and officers like Mike Foran and many others, and we know this is going to be one of the best parades that we've ever had, and we really appreciate the Adjutant's Staff, all the things that they have done also. So, Copie, I'd like to present this special medal to you, also.

Grand Marshal Herb said, thank you, Pete, very much. I want to thank the County Commissioners for having us here today. I want to tell you what a wonderful honor it is to be the Grand Marshal for the 2010 St. Patrick's Day Parade. I am very proud and humbled to have this honor. I'd like to introduce you to my aides and my chaplain. First, my chaplain is Monsignor Costigan from St. Peter the Apostle. My aides are a plethora of Herbs. My oldest brother, Leonard Herb; my youngest brother, Joseph Herb; my oldest son, Dennis Michael Herb; my next to youngest son, Sean Charles Herb; and not with us today are Steven Herb, who had to work, and my youngest son, Brent Herb, who just gave us our eighth grandchild. Thank you so much for having us. Pete, I have one other thing. The Parade Committee has asked me to ask you that due to the fact that the City is having a few financial problems, they would like to ask you if you would donate some money to feed the goat for the City of Savannah.

General Chairman Burnett said, thank you, Chairman Liakakis and Commissioners, thank you for having us here today. Like Pete said, we have a very – it looks like it's going to be the largest Wednesday parade ever, a very big parade, a lot of nice units coming in. We're looking to have a fun, safe day. We ask all the participants and those coming out to watch, we want you to come, have a good time, enjoy our city and our county, and respect it, so once again, thank you very much. I'd also like to say, Pete Liakakis is not only on the Executive Committee for the Parade Committee, he also serves on the Adjutant's Staff, and what a lot of people don't know is, we have a raffle every year. Pete Liakakis, as long as I've been on the Executive Board for nine years, has been the top seller of those raffle tickets every year, and, Pete, thank you very much. I'd also like to thank not only the Commissioners and the Chairman and the County Staff, but the Sheriff and all those who put forth efforts to make it easier and our job, the logistics that goes into not only the police and the sheriffs and that, it's way above our heads, and I want to thank you all for letting them help us out. Thank you.

Chairman Liakakis said, okay, thank you very much. We appreciate it. One other thing, too, I know that they can hear me, we have another member of the St. Patrick's Day Parade who is a Chatham County Commissioner, none other than Patrick Farrell here. Commissioner Shay said, he's the good Patrick. Chairman Liakakis said, in case anybody questions you, let them know that we are sending these utensils over to them.

=====

2. FEMA PRESENTATION BY BRAD LOAR.

Chairman Liakakis said, next on the agenda is a Federal Emergency Management Agency presentation by Brad Loar, but let me tell you a little bit about Director Brad Loar. Brad is the Director of the Mitigation Division for the Federal Emergency Management Agency, Region 4. He oversees and manages all of FEMA's mitigation programs, which include flood map modernization, mitigation grants, risk analysis, earthquake hazards, reduction, dam safety, and hurricane, environmental, historic preservation, and flood plane management and insurance. Mitigation program initiatives reduce or eliminate the effects of disasters on human life, buildings and property. Loar is also charged with mitigation responsibility in the aftermath of a disaster. He's been with the Agency since 1979, shortly after President Carter's Executive Order merged separate government disaster-related responsibilities into FEMA. Loar's next post was Region Senior Flood Specialist. In 1999, he was named Community Mitigation Program's Branch Chief to manage services related to the National Flood Insurance Program, which includes flood plane management, flood insurance, flood studies and mapping, and disaster response within the region's eight Southeastern States. Loar, we're glad to have you on behalf of the Chatham County Commission today and we'd like for you to go ahead and do your presentation now.

Mr. Loar said, thank you, Chairman Liakakis. It's good to be here. My son is a graduate of SCAD, so this is a good place to come back to. And, yes, he does have a job in the field. He was the chief videographer for WSAV until they moved to Tampa about seven years ago. It's always good to get back. Thank you for the opportunity to be here. I like to do these kinds of presentations. It's a lot better than coming to a community after a disaster. A little bit about the situation. The community rating system is a part of the National Flood Insurance Program that over 1100 communities nation-wide participate in. Chatham County is one of many in Georgia that do, but because recently Chatham County was awarded a Class 6 in our community rating system, which is kind of patterned after the fire protection programs, so the lower number you get, the better your discount is in terms of flood insurance.

Chatham County obtained a Class 6 October of 2009 by obtaining at least 2,000 points in the community rating system procedures. That means that everybody with a flood policy in unincorporated Chatham County is getting a 25% – 20, excuse me – 20% premium reduction. That's probably significant. I might add that Savannah is only a Class 7, so if that matters to you, I don't know. I know they're working on their 6, as well, and they're going to have that very shortly. We do have some communities in the country that – we have a couple Class 1s and we have several Class 2. King County, Washington, which is Seattle, is actually a Class 1. Roseville, California, which is a totally levied kind of community, is also Class 1.

A little bit about the – and I'll be brief – a little bit about the insurance aspects in Chatham County. Chatham County has been a participant in the National Flood Insurance Program since 1970. They joined the regular phase of the program in 1980, when flood elevation became enforceable, and your current flood insurance rate map is dated 2008. In unincorporated Chatham County, there are 20,000 National Flood Insurance Program policies. You've had about – you pay about \$11.1 million annually in flood insurance premiums, the citizens do, the business owners do, for their flood insurance protection. You've had since 1978 about 660 losses, and we've paid out about \$6.8 million worth of claims for that. You've got about – only two buildings that actually are in the county that have had four or more losses, and those are termed repetitive losses. We are making a big effort across the country to reduce those. I'm pleased to see there's really only two communities that actually qualify for that. I mentioned earlier that the Class 6 was obtained by Chatham County last October, and it does amount to a \$2.2 million savings, because you're a Class 6 instead of basically non participating, so the premium dollars that individuals' residences, business owners, are paying in unincorporated Chatham County is actually \$2.2 million less than what it could be, and that's good, because you guys are making some efforts.

I have for you a plaque today I'd like to present, either to the Commissioner or the County Manager, whichever you'd prefer. Mr. Abolt said, Mr. Chairman, please, if you would accept, I would also like to have Mr. Bungard and Ms. Cooler and also Michael Blakley on staff to be part of the recipient team. You'll recall in years gone by when we've had a reaffirmation of the fine work that we've done in this area, the focus was on Mr. Blakley, who has been so tenacious in this and as you'll see, as far as the value of one person or the value of a department like engineering, the premium savings is consequential, and for that, I am very appreciative of Mr. Bungard's leadership and his staff.

Mr. Loar said, if I could just read this particular letter, it says: Participant in National Flood Insurance Program, your community made a decision several years ago to participate in the NFIP's community rating system. As a result of your community's outstanding performance in the community rating system, flood insurance policy holders within your jurisdiction are afforded a reduced premium on their policies. As a token of our appreciation for your community's efforts to reduce loss of lives and property damage caused by flooding, restoring environmental functions of flood planes, hold developers to standards that exceed the minimum requirements, we are pleased to present you this plaque acknowledging your successes in the community rating system. All of us at FEMA, and in particular Region 4, including our partners, the National Flood Insurance Program, and coordinators in your state and community, and the Insurance Service Office, NCRS staff congratulates you for your accomplishment. In the years to come, we hope that you and your community will aim even higher and pursue additional avenues to raise your CRS rating.

And I happened to sign that letter. I'll present that to you, and here's a plaque. It says: To: Chatham County successfully participates in the National Flood Insurance Program community rating system. The community has undertaken a series of meaningful activities to protect its citizens from losses caused by flooding and has significantly exceeded the requirements for NFIP participation and effective flood plane management. And that's signed, Doug Ingram, Acting Deputy Assistant Administrator to Mitigation, October 2009.

Chairman Liakakis said, thank you. We appreciate that very much. Brad, on behalf of the Chatham County Commission, I'd certainly like to thank you for your service, because it's made a difference in a lot of people's lives with FEMA coming along and helping people, and especially with the mitigation, because we've seen a number of areas in our Savannah, Chatham County, and other municipalities, where we had flooding. But thankfully, in 1998, started this flood – SPLOST funding, and we were able to, under the direction of Al Bungard, our illustrious County Engineer, to distribute that money to all the municipalities to go to people who were in the flood plane and had to leave that area instead of staying there and continually being flooded, and, of course, we can see that that helped many of them, because if we hadn't had those resources, that would have been a real negative for the citizens. But, thank you again. One other question I'd like to ask you, when does that 20% go into effect? Mr. Loar said, oh, last October. Chairman Liakakis said, oh, last October? Well, I've got to talk with my insurance guy, because I think he told me it was 20% increase. But, anyway, we'll see them, but thanks again. We really appreciate it. And, Al, would you like to say a few words and introduce your staff?

Mr. Bungard said, well, I would like to brag a bit on the staff. Over the years, we've continually, as FEMA rewrites – excuse me, refines the manual, the first time I read the manual, there's a lot to do here, and I set staff on challenging them in how to go about making it better. It's all about mitigation and elimination of flood hazard, so, as you well know, we have storm water management ordinances, we have a flood prevention ordinance. We also improved that recently. That all counts toward this program, and we have – I used to plot all the repetitive losses, and I don't remember the last repetitive loss in the unincorporated area, so it's all an integrated approach. We see it in our subdivision plans, we see it on the plats, we set the finish floor elevations. It all, I think, is working well. Ms. Cooler, you know, is now in charge. She's a regulatory person, making all that fit and making it happen. Mr. Shay, you may remember back in the day, we used to have variances all the time. I used to keep track. We

haven't had a variance, didn't have one for a decade. I think that's all about what staff does in making it all work and coordinating with the other communities. Commissioner Shay said, and I think that's a big part of the reason why we get the rating.

Mr. Bungard said, can you say one or two words about the reauthorization? Mr. Loar said, sure, a little bit. I think there is some concern – Mr. Bungard said, oh, I didn't mention Michael. I'm sorry. Mr. Loar said, well, I'll mention Mike. Michael's one of our main go-betweens, obviously, in the community rating system and in flood plane management, so obviously, we couldn't – you all couldn't do the job without him, and we certainly couldn't be, wouldn't be here without his efforts, as well. I was asked to say a little bit about the NFIP reauthorization. I don't know a lot, but as a staff member, it's kinda interesting how things go in election years, and even in non election years. The NFIP reauthorization had expired and Congress has been going through basically a 30-day continuation of this thing. It's continued until the end of this month and then they're going to have to take it up again. There's a lot of things kinda pulling at them in directions other than the NFIP right now, as you can imagine, so they tend not to really focus on that. Their staffs don't focus on that. I know there's a lot of attention that they want to pay to the levy issue, particularly out West. There's this whole business of dealing with or completely dismissing the concept of including wind coverage in the NFIP. There's a lot of politicians that are trying to get that included in there. That's a difficult thing to manufacture. But I think we will not see much change in the NFIP legislation this year. That's my personal opinion. I think it will continue to be reauthorized. For how long, I don't know. Now, there was actually a short lapse this time, which we only had, I think, one other time before. There was about a two-day lapse back in the early part of this month that could have affected individuals. I don't know what those numbers really ended up being, but in terms of house closings, claims, etc, etc, when the program technically didn't exist, but we haven't heard any ramifications on that. That's really all I know about the reauthorization aspects, but if you have any questions, I'll be happy to answer some.

Chairman Liakakis said, Patrick? Commissioner Shay said, I'm a pretty good guesser. NFIP is the National Flood Insurance Program? Mr. Loar said, yes, sir. I'm sorry. I hope I said that initially and didn't – Commissioner Shay said, NFIP is not something that our listeners might automatically understand. Mr. Loar said, that's true, that's true. We're an acronym agency, unfortunately, with these long names.

Chairman Liakakis said, okay, thanks again, Brad, we appreciate that. Mr. Loar said, thank you, sir, appreciate it.

AGENDA ITEM: V-2

AGENDA DATE: March 12, 2010

DATE: March 12, 2010

TO: Board of Commissioners

THRU: R. E. Abolt, County Manager

FROM: A. G. Bungard, P.E., County Engineer

SUBJECT: Information Paper, FEMA Community Rating System Presentation to Chatham County

1. The Federal Emergency Management Agency (FEMA) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum National Flood Insurance Program (NFIP) requirements.
2. Advantages of being a Class 6 Community
 - a. Community residents are knowledgeable and prepared in the event of an actual emergency.
 - b. Residents residing in the Special Flood Hazard Areas (SFHA), (AE and VE Zones) receive a 20 percent discount on flood insurance rates.
 - c. Residents residing in Non-SFHA (X-Zones) receive a 10 percent discount.
3. Historical review of Chatham County's involvement in the NFIP/CRS Program:
 - a. September 18, 1970. Chatham County entered into FWEMA's Emergency Program
 - b. August 1, 1980. Chatham County received the first Flood Insurance Rate Maps (FIRM)
 - c. October 1, 1991. Chatham county became active in CRS as a Class 9 Community.
 - d. May 1, 2004. Chatham County was reclassified to a Class 7 community.
 - e. October 1, 2009. Chatham County was reclassified to a Class 6 community.
4. Background for the Community Rating System In Georgia
 - a. There are 695 communities (counties and municipalities) in the State of Georgia.
 - b. 493 participate in FEMA's NFIP.

- c. Only 30 communities have a CRS rating of Classification 9 or better.
 - d. Of the 30 communities, only 5 are at CRS Classification Level 6 (Unincorporated Chatham County, The City of College Park, Fayette County, The City of Griffin, and Jekyll Island).
 - e. Other notable mentions: City of Tybee is CRS Classification 7, The City of Pooler is 8, City of Savannah is CRS Classification 8.
5. Background and current status of Congressional Authorization for Funding.
 - a. NFIP was passed by Congress with the National Flood Insurance Act of 1968.
 - b. In 1991 Congress enacted a policy fee to offset administrative costs of the program.
 - c. Effective March 1, 2010 Congressional authorization of the NFIP lapsed.
 - d. An extension was authorized by Congress to continue NFIP coverage until March 31, 2010 with a bill pending to extend the authorization until the end of 2010.

=====

VI. CHAIRMAN'S ITEMS

None.

=====

VII. COMMISSIONERS' ITEMS

None.

=====

CHATHAM AREA TRANSIT AUTHORITY

Chairman Liakakis recessed the meeting as the Chatham County Commission at 10:00 a.m. and convened as the meeting of the Chatham Area Transit Authority.

Upon adjournment of the Chatham Area Transit Authority, the Board reconvened at 10:40 a.m as the Chatham County Commission.

=====

VIII. TABLED/RECONSIDERED ITEMS

Unless action is contemplated at today's meeting, staff report and file material has not been duplicated in your agenda packet. The files are available from the Clerk. Those on which staff is requesting action are indicated by asterisk (*).

Chairman Liakakis said, we need a motion to leave Item 1 on the table and take off Items 2 and 3 off the table. Commissioner Farrell said, so moved. Commissioner Stone said, second. Chairman Liakakis said, all in favor signify by going on the board. The motion carried unanimously. [Commissioners Kicklighter and Thomas were not present.] Chairman Liakakis said, the motion passes.

=====

[NOTE: ACTION OF THE BOARD ON TABLED/RECONSIDERED ITEMS IS SHOWN ON EACH ITEM AS THOUGH AN INDIVIDUAL MOTION WAS MADE THEREON.]

=====

*1. ITEMS WERE TABLED AT THE JANUARY 29, 2010, MEETING. SEE ADDITIONAL REPORT FROM THE COUNTY ATTORNEY. ALSO INCLUDED IS INFORMATION ON THE RFP FROM ABILITIES UNLIMITED THAT DOES NOT MEET SPECS.

ITEM	DEPT.	SOURCE	AMOUNT	FUNDING
A. Annual contract with automatic renewal options for four (4) additional one (1) year terms to provide operation and management services for the Anderson-Cohen Weightlifting Center	Weightlifting Center	Team Savannah	\$96,000	General Fund/M &O - Weightlifting Center
B. Annual contract with automatic renewal options for four (4) additional one (1) year terms to provide janitorial services for the Anderson-Cohen Weightlifting Center	Weightlifting Center	Right Solutions Janitorial Service (MBE)	\$14,358	General Fund/M&O - Weightlifting Center

ACTION OF THE BOARD:

Commissioner Farrell moved to leave item 1 on the table without discussion by the Commissioners. The motion was seconded by Commissioner Stone and it carried unanimously. [Commissioners Kicklighter and Thomas were not present.]

AGENDA ITEM: ~~VIII-1~~
AGENDA DATE: ~~February 26, 2010~~
AGENDA ITEM: VIII-1 A and B
AGENDA DATE: March 12, 2010

DATE: February 25, 2010
 TO: R. E. Abolt, County Manager
 FROM: R. Jonathan Hart, County Attorney
 SUBJECT: Anderson-Cohen Weightlifting Center

Russ, see the informational memo from Misty Selph, Recreation Manager, outlining staff's meeting with the Board of Education. The Board of Education, as a result of an attempt by one of the vendors to charge for services that had previously been provided for free, sent a request for proposal inquiring about alternative service providers. The request for proposal response is due March 4, 2010.

It is County's staff understanding that two of the vendors at the weightlifting center (Team Savannah and Abilities Unlimited) will submit proposals to the BOE. The County does not have, as part of its current proposed contract with these vendors, a contract provision to allow the vendors to provide the scope of services to outside third parties.

The question raised by staff is whether a County vendor may subcontract the use of the weightlifting center to a third party (Board of Education) without County consent. All County contracts prohibit vendors to subcontract without County consent. The short answer is no. However, the Board of Commissioners have the power to allow subcontracting should they choose.

County staff does not know the direction that the BOE will take as a result of the request for proposal, nor does it know the scope of contemplated services which the BOE may request. This places the Board of Commissioners in the position of not knowing the terms necessary to permit a subcontract.

Should the Board of Commissioners continue to table this item to allow the BOE to receive its response on March 4th to its request for proposal? The tabling of this to the next meeting would allow County staff and the BOE staff to determine the direction of the BOE program. The County would have the opportunity should it desire to permit such subcontract to have provisions that are consistent with any scope of services which the BOE may contract.

RJH/jr
 enclosure
 TO: Jon Hart, County Attorney
 FROM: Misty Selph, Recreation Manager
 DATE: February 24, 2010
 RE: Anderson Cohen Weightlifting Center

County staff met with the Board of Education to discuss the continued use of the Anderson Cohen Weightlifting Center. Prior to this meeting, Abilities Unlimited had requested additional funding of \$25,000 from the Board to provide the Exceptional Students with a program. The Board discontinued sending those students to the Weightlifting Center approximately in November, 2009 due to the requested increase. In previous years, the County provided this program at no cost to the Board of Education. Currently, the Board of Education has an RFP out for bid that calls for a Facility and Program for their Exceptional Students. The bid opening date is March 4. County Staff proposed to the Board of Education that we continue to provide the program at no cost to the Board until the conclusion of this current school year 2009 – 2010. Beyond that, the two government entities would have to negotiate a formal written agreement.

The current proposals from Team Savannah and Abilities Unlimited does not include providing a program specific to the Board of Education. The question from staff is whether or not a contract vendor can sub-lease the Anderson Cohen Weightlifting Center to provide a program outside of the scope of their contract. Additionally, Abilities Unlimited does not own any equipment. All equipment is owned either by the County or Team Savannah. Please provide an opinion on this matter for staff.

Your advise and direction is greatly appreciated. Staff has already contacted both teams to let them know that they will have to gain permission to use the Anderson Cohen Weightlifting Center prior to submitting a bid. They are awaiting our opinion.

cc: Robert Drewry
 Al Lipsey

=====

***2. REQUEST BOARD CONVEY TO THE GEORGIA INTERNATIONAL MARITIME TRADE CENTER AUTHORITY A SECTION OF PARCEL 7 ON HUTCHINSON ISLAND FOR THE RIVERWALK EXTENSION. [DISTRICT 3.] Item was tabled at the February 26, 2010, meeting.**

Commissioner Farrell moved to take Item 2 from the table for discussion by the Commissioners. The motion was seconded by Commissioner Stone and it carried unanimously. [Commissioners Kicklighter and Thomas were not present.]

Commissioner Shay said, Mr. Chairman, in the interim, the two week period, we've had an opportunity to facilitate a meeting, Pat Monahan, who has been an absolute saint for Hutchinson Island for the last [inaudible] years, was able to meet with Mark Smith, the Chairman of the Trade Center Authority, and myself and go over the reasoning behind this. I won't try and untangle it all right now, other than to say essentially what happened was, again, the Trade Center Authority showed initiatives and were able to secure grant funds that are actually funded with bonds, so I guess they're bond funds, for improvements in Slip Number 3. Those funds came from the State of Georgia. In order for the State of Georgia to spend bond monies to do the improvements that are necessary, they have to own the underlying land and the improvements themselves, so what's going to happen is, the edge of Slip Number 3 alongside the Trade Center where we're familiar where the parking areas are, is going to be hardened and improved with state money. The land and the improvements will belong to the State of Georgia, actually as the Trade Center itself does, and will be leased directly to the Trade Center Authority rather than leased to the County and then subleased to the Trade Center Authority, because that's just a lot cleaner way for that to transpire. Again, there are no monetary implications here whatsoever. It is something that is only an underlying transfer of the land itself, so that the State of Georgia can have the security that it needs for them to be able to spend the bond money to make the improvements to our land.

Commissioner Shay moved that the Board convey to the Georgia International Maritime Trade Center Authority a section of Parcel 7 on Hutchinson Island for the Riverwalk Extension. The motion was seconded by Commissioner Farrell and it passed unanimously. [Commissioners Kicklighter and Thomas were not present.]

ACTION OF THE BOARD:

Commissioner Shay moved that the Board convey to the Georgia International Maritime Trade Center Authority a section of Parcel 7 on Hutchinson Island for the Riverwalk Extension. The motion was seconded by Commissioner Farrell and it passed unanimously. [Commissioners Kicklighter and Thomas were not present.]

AGENDA ITEM: IX-2
AGENDA DATE: February 26, 2010

From: Pat Monahan
To: Pshay@GMShay.com
CC: markmulberry@aol.com, Liakakis, Russ Abolt,
Date: 2/25/10 1:31 PM
Subject: Re: Riverwalk Conveyance

Pat, I would suggest the item remain on the agenda, and the Board approve but subject to agreement of the Trade Center Authority. The Attorney General's Office needs direction ASAP on preparing the documents. I would rather approve and rescind based on outcome of our meeting of the minds rather than delay two more weeks.

-----Original Message-----

From: "Pat Shay" <Pshay@GMShay.com>
Cc: Mark Smith <markmulberry@aol.com>
To: Pat Monahan <PCMonaha@Chathamcounty.org>
Cc: Pete Liakakis <Pete Liakakis@Chathamcounty.org>
Cc: Russ Abolt <REAbolt@Chathamcounty.org>
Cc: Bob Coffey <BCoffey@SavTCC.com>

Sent: 2/25/2010 12:17:15 PM
Subject: Riverwalk Conveyance

Pat,

I spoke with chairman Mark Smith today regarding this (burning) issue. I would like to request that this item be pulled from our agenda until we have a real meeting of the minds. I think Jon Hart should be involved in this, and later, Tom Gray, as counsel for the Trade Center.

Patrick Shay
Chatham County Commissioner

-----Original Message-----

From: Pat Shay
Sent: Wednesday, February 24, 2010 9:22 AM
To: 'Pat Monahan'
Subject: Re: Riverwalk Conveyance

Thanks, Pat, Chairman Mark Smith is more concerned about whether the armoring of the edge of Slip 3 becomes a "Trade Center" project to manage and administer, or is a "County" project. So far Bob Coffey seems to have been the quarterback, but I don't know who will actually be the contracting entity for improvements. Thoughts?

Pat

Patrick Shay, LEED AP, AIA
President
Pshay@GMShay.com
GUNN MEYERHOFF SHAY
architecture + urban design
www.savannaharchitects.com
p.912.232.1151
f.912.232.1992

"The earth belongs to the living, not to the dead."
-Thomas Jefferson

-----Original Message-----

From: Pat Monahan [mailto:pmonahan@Chathamcounty.org]
Sent: Wednesday, February 24, 2010 8:07 AM
To: Pat Shay
Cc: Bcoffey@SavTCC.com
Subject: Riverwalk Conveyance

Patrick, on Friday's agenda, I have recommended the conveyance of the part of Parcel 7 where the riverwalk extension will be situated. As you know, the County will convey it to the Trade Center Authority, which in turn will convey it to the State of Georgia as a condition of receiving state bond funding. You and I spoke briefly some time ago about whether the County should convey all of its interest in Parcel 7 to the Trade Center Authority. I did not venture down that path with this particular item. I will leave it to your discretion on whether you want to pursue the conveyance of Parcel 7 to the Trade Center Authority. My previous reservations hinged on the Corps of Engineers' requirement for the property owner and permit holder to remain one and the same; however, for whatever reason, the Corps recognizes the Trade Center Authority as the permittee without the County's consent--although this may be because the regulatory division still associates me as the county's representative with the Slip 3 project since I attend all of the project meetings with the Corps. I also thought from protection of liability, the County under the Georgia Constitution can protect itself to a higher degree than an authority created by local act. In addition, should an issue arise with the property owner on the western side of Slip 3, the County would be in a stronger legal position (i.e. deeper pockets) to pursue. On your concern, whether the whims of a future GIMTCA Board could adversely affect Parcel 7's use and development for highest and best use (i.e. complementary to the Trade Center) remains an issue which I acknowledge as a potential point of conflict. This could be addressed as a reversion in the deed. Notwithstanding all of those points, maybe we just stick with the status quo. I have not discussed this issue with anyone but you and Bob, and I doubt anyone else considers it a burning issue. -Pat-

Patrick C. Monahan
Asst. County Manager
Chatham County
pmonahan@chathamcounty.org
Phone: (912) 652-7870
FAX: (912) 652-7874

=====

- *3. REQUEST BOARD APPROVAL TO AWARD A CONTRACT TO AON CONSULTING TO PROVIDE GROUP HEALTHCARE AND EMPLOYEE BENEFIT PLAN CONSULTING SERVICES AT A COST OF \$90,000 PER YEAR. Item was tabled at the February 26, 2010, meeting. See additional memorandum from the Director of Human Resources and Services.**

Commissioner Farrell moved to take Item 3 from the table for discussion by the Commissioners. The motion was seconded by Commissioner Stone and it carried unanimously. [Commissioners Kicklighter and Thomas were not present.]

Chairman Liakakis said, there is additional information in your book that you received from Michael Kaigler.

Commissioner Stone said, when you get finished I have a question. Chairman Liakakis said, oh, okay.

County Manager Abolt said, Mr. Chairman, again title does give you a history of this. This is an RFP so you have maximum discretion in the consultant you may wish to select. You'll recall in the presentation two weeks ago, staff looked at all the qualifications and then looked at the charge and staff made a recommendation based on what was the least expensive. There was some concern as to whether or not given the hourly rate would there be sufficient work done to meet the needs of the County. Mr. Kaigler has verified in a memo to me, which I have sent to you, that is the case. Also, I reaffirmed for you all that this consulting firm, regardless of which one, but this consulting firm we will watch very closely progress things which will appear on the Chairman's desk for a periodic payment to

the consultant would only be after there was a clear affirmation of quantification that work done for that period was done to the satisfaction of Mr. Kaigler.

Chairman Liakakis said, well, let me just say this. As we know how important this issue is, and we had conversation before on it, so I'd like a motion on the floor for approval and then we'll have discussion on it if you would like.

Commissioner Odell said, motion to approve. Chairman Liakakis asked, do we have a second? Commissioner Holmes said, second.

Chairman Liakakis said, we have a motion on the floor and a second. Mike [Kaigler].

Mr. Kaigler said, yes sir. Mr. Chairman, Commissioners, as indicated at the last meeting, there was some discussion as to whether for the \$90,000 that AON was proposing, whether they would be able to conduct the work outlined in the work plan as specified by staff. The Board instructed me to go back to both of the top firms and pose that question. We did get a writing from AON that the County would receive no additional invoices for the work that we required in year one. There was some concern initially as to the amount of hours that both firms indicated that it would take to get this task accomplished. AON came back and they assured us that there would not — that they could do the work and keep it within budget.

Wachovia/Wells Fargo, the other firm, highly rated firm, a local firm, they approached the work a little differently. They felt like it would take sufficient — a lot more hours than AON had proposed initially to get the work done. There again, we got a response in writing from AON. They have confirmed that they will be able to do the work for the \$90,000.

Commissioner Farrell said, a question. You said no more extra money in year one. Does that indicate that we're looking at continuing this into year two? Mr. Kaigler said that would be up to the Board. We would come back at the end of the contract. If the work was satisfactory, we would recommend that we continue the engagement. Commissioner Farrell asked, so this is an ongoing from year to year? Mr. Kaigler said, yes sir. Plus — still it's at the discretion of the Board whether we continue from year to year. Commissioner Farrell said, so the first year it would be capped at \$90,000 whether the work is — whether they need to go over the hours or not. Mr. Kaigler said, yes sir. Commissioner Farrell said, 327 hours, and that would include all the scope of work that you're expecting to get done in year one. Mr. Kaigler said, yes sir. That's what they submitted. Commissioner Farrell said, okay.

Chairman Liakakis recognized Commissioner Stone.

Commissioner Stone said, thank you, Mr. Chairman. I have two concerns and it is unfortunate that our local bidder was the highest, but when you look at the breakdown, Wells Fargo — the AON is going to have — they're going to do it in a third of the time, they're going to have — almost a third less hours, and their cost per hour is greater. So I'm just — I apologize that I was not at the last meeting. I was at a conference, and so for those of you that had more knowledge of this, I apologize for asking this question at this time, but I am a little bit concerned looking at these numbers the breakdown to why one company can do it in a third of the amount of time, but yet their hourly pay is significantly more.

Mr. Kaigler said, yes ma'am. We posed that question to both firms and they are here and if you want to pose that question to them, but initially one firm has a different approach. They have what we consider a more hands-on approach. They felt like they could not do it unless they put a certain amount of hours in to the project. AON, an Atlanta firm, they felt that they could do it with those number of hours, but they also stipulated to us that if it took more hours, then there wouldn't be any more cost for the work that they are going to put into the project.

County Manager Abolt said, if I may, if you look at the staff report submitted two weeks ago, and look at the second page of that, Commissioner Stone, it does indicate the point that Mr. Kaigler just made, the one proposed from Wells Fargo and to use his interpretation of hands-on, it is the highest proposer as far as hours. Their proposal was to commit 1,000. AON was 327, but the other two proposers were also considerably lower than Wachovia. Benalytics — I hope I pronounced it correctly — 514, and Segal at 456. The main issue here, and I insist on it and the Chairman insists on it, we're not going to pay any money until the work is done. So each month when there's a [inaudible] and a progress on it, you'll have a guarantee from staff that that work has been done.

Chairman Liakakis recognized Commissioner Farrell.

Commissioner Farrell said, if this contract is awarded to the apparent low bidder today, when we go to year two, is there going to be a situation where it's not going to be advantageous for the County to look at a different vendor and therefore be on the hook to stay with the higher-priced per hour vendor because of the work that they have done in the first year? Mr. Kaigler said, no sir, we don't anticipate that and I would stipulate that if at the end of year one they weren't performing as staff has indicated, then we would not make a recommendation that we renew. Commissioner Farrell asked, and we wouldn't be in a position where, you know, since this contractor had been doing, you know, the first year's worth of leg work that another contractor could come in and seamlessly take over

this particular work if the situation warranted it? Mr. Kaigler said, yes sir. We don't anticipate that being a problem. Commissioner Farrell said, thank you.

Commissioner Odell said, just a couple of comments. The difference is the kind of people you assign to the task, and it's a misnomer to believe that all hours are equal. It's kind of like when you go to get an open heart surgery, price is not your first consideration. It's whether or not you live through the open heart surgery, and you can manage this project with less hours by having people who have a greater capacity than say if another firm were to put in different types of people with different qualifications. My concern, which has been answered by Michael [Kaigler], is that we have a guarantee as to the outcome. We have a definition of the services to be provided, we have a guarantee that if it takes 1,000 hours that the 320 [sic] that they've budgeted, that's what we'll pay for. It puts us in no worse position the second year to job courses, take another turn, we're not in a worse position. I like local bidders too, but local bidders are good when they are competitive and there's no comparison. This company can do the work. I've expressly had no contact with any of the bidders, but this company can do the job.

Chairman Liakakis said, well, one thing that this Commission so we have representatives of the company here so they understand what occurred in the past, it cost the County a huge amount of money by paying in advance for work that was never done. It cost the County taxpayers a large amount of money and so that's why this is being brought up by some of the Commissioners. We want to make sure that we pay for the amount of work that has been completed and not work that will be done and pay them in advance because it cost us a lot of money. And so now that we have all of this, I'd like a motion on the floor to award the contract.

Commissioner Odell said, move for approval. Chairman Liakakis said, do we have a second? Commissioner Holmes said, it's already been seconded. Commissioner Odell said, we've got a motion and a second. I call for the question.

Chairman Liakakis said, okay. Let's go on the board. The motion carried unanimously. [Commissioner Thomas was not present.]

ACTION OF THE BOARD:

- a. Commissioner Farrell moved to take Item 3 from the table for discussion by the Commissioners. The motion was seconded by Commissioner Stone and it carried unanimously. [Commissioners Kicklighter and Thomas were not present.]
- b. Commissioner Odell moved that the Board award a contract to AON Consulting to provide Group Healthcare and Employee Benefit Plan Consulting Services at a cost of \$90,000 per year. Commissioner Holmes seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: VIII-3

AGENDA DATE: March 12, 2010

DATE: March 9, 2010
 TO: R. E. ABOLT
 County Manager
 FROM: Michael A. Kaigler, Director
 Human Resources and Services
 SUBJECT: Employee Benefits Plan Consulting RFP

Russ, as requested by the Board, I contacted AON Consulting and Wells Fargo/Wachovia Consulting, to get additional clarification on the services they propose to provide under the RFP. An issue is the disparity in number of hours each firm is proposing to provide in year one and the cost. I contacted both firms and requested that they reevaluate the number of hours to be provided and determine if there would be an adjustment in their hourly rate. Both firms responded with an updated work plan and confirmed the annual fee.

AON Consulting quoted an annual fee of \$90,000 to cover the scope of services in the RFP. They also indicated that a second review of their staffing model shows that there is an opportunity to perform these services at a rate of \$250 an hour, which represents 360 hours of staff time. Under this scenario, their fees for the specified service covered under the RFP, would be a fixed retainer fee of \$7,500 per month. They also indicated in writing, that under no circumstances will the County be invoiced beyond this rate for work associated with the scope of services outlined in their proposal.

Wells Fargo/Wachovia Consulting provided a similar outline for the services they propose to offer under the RFP. Initially, they estimated a time commitment of 1,000-

1,190 hours for a fixed fee of \$170,000. They have adjusted the estimated hours on the revised work plan of a first year time commitment to roughly 625-780 at a fixed rate of \$1256,000, which equates to \$200 an hour.

In summary, both firms have a good track record and have provided excellent references. Staff feels that both firms could provide the level of services required by Chatham County. The one variable is the amount of staff time that each firm estimates it would take to accomplish this specified scope of services. Based on the updated work plans for each firm, there is a \$35,000 difference between AON's and Wells Fargo/Wachovia Consulting year one fee. Last, we have a commitment from AON that their fees in year one will not exceed the \$90,000.

=====

IX. ITEMS FOR INDIVIDUAL ACTION

(Unless the Board directs otherwise, adoption of an Action Item will mean approval of the respective County staff report and its recommended action.)

- 1. TO REQUEST APPROVAL OF THE FOLLOWING BUDGET AMENDMENTS AND TRANSFERS: (1) IN THE GENERAL FUND M&O: A) A \$25,000 CONTINGENCY TRANSFER TO SPECIAL APPROPRIATIONS FOR ALL WALKS OF LIFE, INC. (AWOL), B) A \$30,500 CONTINGENCY TRANSFER TO FACILITIES MAINTENANCE FOR COSTS ASSOCIATED WITH THE COMMERCE BUILDING, AND C) A \$80,000 CONTINGENCY TRANSFER TO UTILITIES FOR THE COMMERCE BUILDING, (2) IN THE SPECIAL SERVICE DISTRICT FUND: A \$16,735 CONTINGENCY TRANSFER TO ENGINEERING FOR RADAR SPEED SIGNS, (3) IN THE MULTIPLE GRANT FUND: INCREASE REVENUES AND EXPENDITURES \$520,355 FOR GRANTS AWARDED BY THE CRIMINAL JUSTICE COORDINATING COUNCIL, AND (4) A \$300,000 TRANSFER TO THE DULANY ROAD PROJECT IN SALES TAX IV.**

Commissioner Odell said, move for approval. Commissioner Holmes said, second. Chairman Liakakis said, let's go on the board.

Commissioner Kicklighter said, excuse me. Chairman Liakakis said, go ahead. Commissioner Kicklighter said, one part of this we can discuss now, or remove (a) and then discuss it under there?

Commissioner Odell said, I will amend the motion to exclude everything – exclude (a) and approve the balance. Will that be okay? Commissioner Kicklighter said, yes.

Tax Commissioner Danny Powers said, can I talk about (b)? Chairman Liakakis said, okay, let's go on the board for that and we'll – Commissioner Kicklighter said, Danny would like to ask about (b). Commissioner Kicklighter said, I asked that pre-agenda. Mr. Powers said, I guess my concern is, it's, you know, a lot of stakeholders are going over to the Commerce Building, supposedly, or proposed stakeholders, and, you know, we're just trying to stay in the loop as to what's going on, and we're seeing money appropriated here. I know that when the actual monies were approved to even purchase the building, we found out, I guess about three days before it was on the actual agenda, that the building was being purchased after we actually were sent on a wild goose chase, so to speak, looking at other properties, so I guess in short what I'm saying, as a proposed occupant, we know that building has to be renovated or whatnot, and I guess I'm trying to figure out, you know, what is this money being expended for over in the facility.

Chairman Liakakis said, Patrick – he can answer that question. Mr. Monahan said, as the Board knew when the County acquired the property, the County inherited two tenants, and those tenants have leases that extend through June 30th, and so the County is the landlord and must provide for those tenants. Now, those tenants pay rent of \$50,000 a month, so that money is going into an account that will then pay for these operating expenses. So these – for example, the janitorial helps to provide the janitorial services for the existing tenants and, because the tenants were used to a particular janitorial service, the County did assume that contract, as well. So we will have some expenses to bear, but we – you know, we'll also make \$300,000 during this lease period, approximately.

Chairman Liakakis said, all right, go ahead, Dean. Commissioner Kicklighter said, \$25,000 contingency transfer to Special Appropriations for All Walks of Life, Inc. This also comes up next under Action Calendar Number 3, and just before approving this, I just – I had the – I guess – I don't even know the right words to choose, but when a few of us first came on the Commission, we inherited a financial disaster and we had to cut monies going to nonprofit organizations such as for blind people, for Rape Crisis Center, for all kinds of things, and I can see us, because of the economy and the tax digest heading back towards negative monies in future budgets, and I just want to caution

that I'm sure this is a great program, but remind this group that we still basically – we have county programs set up out there to help children and young adults and people that – rather than \$25,000 going to a nonprofit, that the residents of this county could take their own money and donate to the nonprofit of their choice and get a tax deduction. If we want to improve programs, why not donate the money to – put 25,000 in Dr. Thomas' well thought-out plan, the Youth Commission, and enhance that program? I also remind this Board that we do not even have an organized sports program in Chatham County, any part of the county, other than the east side. We could organize some sports programs for \$25,000. And what this does, in my opinion, is opens up the door for every other nonprofit to rightfully come in and ask for money during a time when I anticipate we'll have to start slashing expenses. And once again, we're going to be faced with well deserving, needy nonprofits. We'll have blind people standing in front of us asking for money. I mean, they were upset, and I understand, when we cut it. You were here, too. It was not a pleasant thing to do. And, you know, the Rape Crisis Center was here and all of the nonprofits are hurting now more than they have in the past years, and they're understandably going to come and request money and we're not going to have it. And I, you know, – that's it. I'm done.

Chairman Liakakis said, Patrick? Commissioner Shay said, Mr. Kicklighter, I don't know if you were here when we had the discussion on this earlier in another County Commission meeting, but this is not a charitable contribution. This is specifically for them to divert people from the process that we use to detain and incarcerate people, so this is a direct benefit, not to something that is along the order of a charity, and I won't go over it again, because it's in the minutes from the last meeting. What this Commission decided to do was make an investment in a pilot program to see whether or not we could divert people from the pattern of incarceration, which is much, much more expensive than what's being proposed in this transaction.

Chairman Liakakis said, let me say something so they will know. This is not a contribution. We have the County Manager was putting together with his staff a contract to provide these specific services, so that instead of putting people in jail, as Commissioner Shay was talking about, the incarceration in that, because the way that the program was outlined to us, that it would help in keeping them from being incarcerated, certain individuals, and that would help the County and it would also turn the lives of those people around that go into this program, because the AWOL people have done a number of things in the past and we can see their many successes they've had, and so that's what that – that's what that was about.

Commissioner Kicklighter said, and if I may, I'm not questioning the good that AWOL does for the community, just like I'm not, you know, questioning the good the Rape Crisis Center has done for raped women, but we had to stop funding for that in the past. And if you read in that contract you spoke of, Mr. Chairman, it says, "Whereas, AWOL's mission is to promote and provide self-awareness through the use of poetry, hip-hop, and the like. The mission is met by providing Savannah's youth with a safe afternoon, night-time arts technology programs. AWOL redirects youth towards more positive activity and forms of expression." So does organized sports programs, which we don't have anywhere except the east side of Savannah. And again, we actually operate a recreation program which is underfunded because we don't even provide organized sports for the children. That keeps kids off of street corners, also. And again, it just goes back to, I said this several years ago, if you can't afford to paint your own house, how do you give paint to somebody else for their house? I mean, it's just – basically, that's what this is. We have not funded our own programs properly, and here we are handing out monies to a nonprofit, and, no, sir, I don't consider this a donation from the County, because it's a contract, but what this is, is it takes away a potential donation from individuals in our community who, if we didn't tax them that amount, they can in turn donate a little bit of money to the nonprofit of their choice. So I understand the logistics of this and, again, no reflection on this program, because it's a wonderful program for the community, but we have our own programs that we're not funding properly, and we're about to start cutting things. A good example is this weightlifting facility with the weightlifting program we have in place for handicapped children. The monies are increasing. That's in limbo right now on the table, and \$25,000 could go a long way shoring up a program like that, that we already have in place at one of the county facilities, and, you know, this has been a beautiful marriage and a nice ride for the last four and a half years with this group, because we've been wealthy. We lived the high life with the good economic times, but many of us were actually sitting here when – before we had money on the county level, and those times are coming back fast, and I just caution, now's the time to quit spending, because before long, we're going to be broke and we're going to have to call on the taxpayers who are going broke to give more money, if we don't stop this kind of spending at this point. So, thank you, that's all.

Chairman Liakakis said, David? Commissioner Gellatly said, I, too, think it's a good program, but I would agree with Commissioner Kicklighter, we're headed for some tough times, and we'd better stop spending. That's all I've got to say. Chairman Liakakis said, all right, let's go on the board.

Commissioner Shay said, I'd like to make a motion that we approve the Item (a) under Item 1, \$25,000 contingency transfer to Special Appropriations for All Walks of Life, Inc. (AWOL). The motion was seconded by Commissioner Holmes and the motion passed. [Chairman Liakakis and Commissioners Stone, Holmes, Shay, Farrell, and Odell voted yes. Commissioners Gellatly and Kicklighter voted no. Commissioner Thomas was not present.]

Chairman Liakakis said, all right, go ahead, Dean. Commissioner Kicklighter said, \$25,000 contingency transfer to Special Appropriations for All Walks of Life, Inc. This also comes up next under Action Calendar Number 3, and just before approving this, I just – I had the – I guess – I don't even know the right words to choose, but when a few of us first came on the Commission, we inherited a financial disaster and we had to cut monies going to nonprofit

organizations such as for blind people, for Rape Crisis Center, for all kinds of things, and I can see us, because of the economy and the tax digest heading back towards negative monies in future budgets, and I just want to caution that I'm sure this is a great program, but remind this group that we still basically – we have county programs set up out there to help children and young adults and people that – rather than \$25,000 going to a nonprofit, that the residents of this county could take their own money and donate to the nonprofit of their choice and get a tax deduction. If we want to improve programs, why not donate the money to – put 25,000 in Dr. Thomas' well thought-out plan, the Youth Commission, and enhance that program? I also remind this Board that we do not even have an organized sports program in Chatham County, any part of the county, other than the east side. We could organize some sports programs for \$25,000. And what this does, in my opinion, is opens up the door for every other nonprofit to rightfully come in and ask for money during a time when I anticipate we'll have to start slashing expenses. And once again, we're going to be faced with well deserving, needy nonprofits. We'll have blind people standing in front of us asking for money. I mean, they were upset, and I understand, when we cut it. You were here, too. It was not a pleasant thing to do. And, you know, the Rape Crisis Center was here and all of the nonprofits are hurting now more than they have in the past years, and they're understandably going to come and request money and we're not going to have it. And I, you know, – that's it. I'm done.

Chairman Liakakis said, Patrick? Commissioner Shay said, Mr. Kicklighter, I don't know if you were here when we had the discussion on this earlier in another County Commission meeting, but this is not a charitable contribution. This is specifically for them to divert people from the process that we use to detain and incarcerate people, so this is a direct benefit, not to something that is along the order of a charity, and I won't go over it again, because it's in the minutes from the last meeting. What this Commission decided to do was make an investment in a pilot program to see whether or not we could divert people from the pattern of incarceration, which is much, much more expensive than what's being proposed in this transaction.

Chairman Liakakis said, let me say something so they will know. This is not a contribution. We have the County Manager was putting together with his staff a contract to provide these specific services, so that instead of putting people in jail, as Commissioner Shay was talking about, the incarceration in that, because the way that the program was outlined to us, that it would help in keeping them from being incarcerated, certain individuals, and that would help the County and it would also turn the lives of those people around that go into this program, because the AWOL people have done a number of things in the past and we can see their many successes they've had, and so that's what that – that's what that was about.

Commissioner Kicklighter said, and if I may, I'm not questioning the good that AWOL does for the community, just like I'm not, you know, questioning the good the Rape Crisis Center has done for raped women, but we had to stop funding for that in the past. And if you read in that contract you spoke of, Mr. Chairman, it says, "Whereas, AWOL's mission is to promote and provide self-awareness through the use of poetry, hip-hop, and the like. The mission is met by providing Savannah's youth with a safe afternoon, night-time arts technology programs. AWOL redirects youth towards more positive activity and forms of expression." So does organized sports programs, which we don't have anywhere except the east side of Savannah. And again, we actually operate a recreation program which is underfunded because we don't even provide organized sports for the children. That keeps kids off of street corners, also. And again, it just goes back to, I said this several years ago, if you can't afford to paint your own house, how do you give paint to somebody else for their house? I mean, it's just – basically, that's what this is. We have not funded our own programs properly, and here we are handing out monies to a nonprofit, and, no, sir, I don't consider this a donation from the County, because it's a contract, but what this is, is it takes away a potential donation from individuals in our community who, if we didn't tax them that amount, they can in turn donate a little bit of money to the nonprofit of their choice. So I understand the logistics of this and, again, no reflection on this program, because it's a wonderful program for the community, but we have our own programs that we're not funding properly, and we're about to start cutting things. A good example is this weightlifting facility with the weightlifting program we have in place for handicapped children. The monies are increasing. That's in limbo right now on the table, and \$25,000 could go a long way shoring up a program like that, that we already have in place at one of the county facilities, and, you know, this has been a beautiful marriage and a nice ride for the last four and a half years with this group, because we've been wealthy. We lived the high life with the good economic times, but many of us were actually sitting here when – before we had money on the county level, and those times are coming back fast, and I just caution, now's the time to quit spending, because before long, we're going to be broke and we're going to have to call on the taxpayers who are going broke to give more money, if we don't stop this kind of spending at this point. So, thank you, that's all.

Chairman Liakakis said, David? Commissioner Gellatly said, I, too, think it's a good program, but I would agree with Commissioner Kicklighter, we're headed for some tough times, and we'd better stop spending. That's all I've got to say. Chairman Liakakis said, all right, let's go on the board. Chairman Liakakis and Commissioners Stone, Holmes, Shay, Farrell, and Odell voted yes; Commissioners Gellatly and Kicklighter voted no. The motion carried by a vote of six to two. [Commissioner Thomas was not present.]

ACTION OF THE BOARD:

- a. Commissioner Odell moved approval of budget amendments and transfers, as contained in Item IX-1, except subparagraph (a), as follows: (1) in the General Fund M&O: b) a \$30,500 contingency transfer to Facilities Maintenance for costs associated with the Commerce Building, and c) a \$80,000 contingency transfer to Utilities for the Commerce Building, (2) in the Special Service District Fund: a \$16,735

contingency transfer to Engineering for radar speed signs, (3) in the Multiple Grant Fund: increase revenues and expenditures \$520,355 for grants awarded by the Criminal Justice Coordinating Council, and (4) a \$300,000 transfer to the Dulany Road project in Sales Tax IV. The motion was seconded by Commissioner Holmes and passed unanimously. [Commissioner Thomas was not present.]

- b. Commissioner Shay moved to approve the subparagraph (a) under Item IX-1, as follows: (a) \$25,000 contingency transfer to Special Appropriations for All Walks of Life, Inc. (AWOL). The motion was seconded by Commissioner Holmes. Chairman Liakakis and Commissioners Stone, Holmes, Shay, Farrell, and Odell voted yes; Commissioners Gellatly and Kicklighter voted no. The motion carried by a vote of six to two. [Commissioner Thomas was not present.]

AGENDA ITEM: IX-1

AGENDA DATE: March 12, 2010

TO: Board of Commissioners
THRU: R.E. Abolt, County Manager
FROM: Linda B. Cramer, Finance Director

ISSUE: To request approval of the following budget amendments and transfers: (1) in the General Fund M&O: a) a \$25,000 contingency transfer to Special Appropriations for All Walks of Life, Inc. (AWOL), b) a \$30,500 contingency transfer to Facilities Maintenance for costs associated with the Commerce Building, and c) a \$80,000 contingency transfer to Utilities for the Commerce Building, (2) in the Special Service District Fund: a \$16,735 contingency transfer to Engineering for radar speed signs, (3) in the Multiple Grant Fund: increase revenues and expenditures \$520,355 for grants awarded by the Criminal Justice Coordinating Council, and (4) a \$300,000 transfer to the Dulany Road project in Sales Tax IV.

FACTS AND FINDINGS:

1. Board of Commissioners approved a \$25,000 appropriation to All Walks of Life, Inc. (AWOL) at their meeting held February 26, 2010. A transfer from contingency is necessary to establish funding.
2. The County Engineer has requested funding for additional solar powered radar speed signs. A \$16,735 contingency transfer will be necessary to provide funds. A staff report is attached.
3. The Board of Commissioners accepted three grants from the Criminal Justice Coordinating Council totaling \$466,335 at their meeting held January 15, 2010. The Criminal Justice Coordination Council has also awarded a \$54,020 VOCA grant to the Victim Witness Assistance Program. A resolution to amend the Multiple Grant Fund is attached.
4. The Assistant County Engineer has requested a transfer among projects in the Sales Tax IV Unincorporated County Roads. The transfers are \$200,000 from Diamond Causeway and \$100,000 from Brandy road, to be added to the Dulany Road project. Correspondence is attached.
5. Chatham County has purchased the Commerce Building at 222 W. Oglethorpe Street. The current General Fund M&O budget does not include funds for utilities or maintenance. Estimates for the balance of fiscal year 2010 are \$30,500 for maintenance and \$80,000 for utilities. A transfer from General Fund M&O contingency is necessary. Correspondence is attached.

FUNDING: Funds are available in the General Fund M&O and Special Service District Fund for the contingency transfers. The budget amendment will establish funding in the Multiple Grant Fund. Project budgets have funds for the transfers in Sales Tax IV.

ALTERNATIVES:

- (1) That the Board approve the following:

GENERAL FUND M&O

- a) transfer \$25,000 from contingency to Special Appropriations for All Walks of Life, Inc. (AWOL),
- b) transfer \$30,500 from contingency to Facilities Maintenance for the Commerce Building,

- c) transfer \$80,000 from contingency to Utilities for the Commerce Building.

SPECIAL SERVICE DISTRICT FUND

Transfer \$16,735 from contingency to Engineering for radar speed signs.

MULTIPLE GRANT FUND

Increase revenues and expenditures for the following grants from the Criminal Justice Coordinating Council:

- a) \$161,463 for case managers for the Public Defender’s Office, the Mental Health Court, the Drug Court, and the Family Dependency Court,
- b) \$79,872 for the Truancy Intervention Project,
- c) \$225,000 for the Eastern Judicial Circuit Data Exchange,
- d) \$54,020 to the Victim Witness Assistance Program for a bilingual Victim Advocate.

SALES TAX IV FUND

Transfer \$200,000 from Diamond Causeway and \$100,000 from Brandy Road to the Dulany Road project.

- (2) Amend or deny the request.

POLICY ANALYSIS: State law grants the Board authority to amend the budget during the year as it deems necessary.

RECOMMENDATION: That the Board approve Alternative 1.

Prepared by: Read DeHaven

=====

2. PROPOSED TERMINATION OF FIRE SAFETY SERVICES AGREEMENT WITH THE STATE FIRE SAFETY COMMISSIONER’S OFFICE, DUE TO LACK OF RESOURCES.

Commissioner Kicklighter said, so moved. Commissioner Gellatly said, second.

Chairman Liakakis said, we have a motion and a second. Let’s go on the board. The motion carried unanimously. [Commissioner Thomas was not present.]

ACTION OF THE BOARD:

Commissioner Kicklighter moved to approve the proposed termination of Fire Safety Services Agreement with the State Fire Safety Commissioner’s Office due to lack of resources. The motion was seconded by Commissioner Gellatly and it passed unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: IX-2
AGENDA DATE: March 12, 2010

TO: BOARD OF COMMISSIONERS

THROUGH: R. E. ABOLT, COUNTY MANAGER

FROM: GREGORI S. ANDERSON, DIRECTOR BUILDING SAFETY & REGULATORY SERVICES

ISSUE

Proposed Termination of Fire Safety Services Agreement with the State Fire Safety Commissioner’s Office, Due to Lack of Resources

BACKGROUND

In 1998, this Department entered into an agreement with the State Fire Safety Commissioner’s Office to provide fire safety inspections, building permit plan reviews and issuance of certificates of occupancy. The service agreement was conceived to assist in the turnaround time for local development to meet the State Fire rules and regulations without the necessity of having to interface with an Atlanta based State Agency.

FACTS AND FINDINGS

1. The service agreement provided authority to the Chatham County Building Safety and Regulatory Services Department to enforce the rules and regulations set forth in O.C.G.A. section 25-2-12 and 25-2-13.
2. In the acknowledgment of the agreement, this Department accepts the responsibility and liability for enforcement of the State Fire Safety rules and regulations.
3. The plan review, field inspections and issuance of certificates of occupancy services conducted locally, helped speed up the development process and eliminate the need to interface with the State Fire Safety Commissioner's office in Atlanta.
4. The agreement may be cancelled by either party by the issuance of a written, thirty day notice of cancellation letter.
5. Upon cancellation of the agreement, compliance to O.C.G.A 25-2-12 and 25-2-13 must be obtained directly from the State Fire Safety Commissioner's office.

FUNDING

Not Applicable

ALTERNATIVES

1. Cancel agreement with the State Fire Safety Commissioner's office
2. Provide direction to staff

POLICY ANALYSIS

The enactment of the agreement was based on the ability of Chatham County to provide the service. With the recent reduction in staff, the Building Safety Department no longer has the staff capacity to conduct the service within the unincorporated limits. Without cancelling the agreement, this Department would be responsible for the enforcement and the County would still incur the liability. Upon cancellation of the agreement, the Fire Safety Commissioner's staff would assume the responsibility and liability for the needed services as outlined in O.C.G.A. 25-2-12 and resume the enforcement activities present before the enactment of the agreement.

RECOMMENDATION

Alternative # 1

=====

3. BOARD CONSIDERATION ON WHETHER TO ENTER INTO AN AMENDED AGREEMENT WITH THE CREATIVE COAST.

Chairman Liakakis said, Mr. Manager? Mr. Abolt said, I'd defer to the attorney. This is just a tweaking of contract based on the feedback from the contractor's representative, and we've got that in front of you. I'll defer to Attorney Hart, but essentially, it seems to be very workable.

County Attorney Hart said, you all previously approved the donation to – Commissioner Shay said, not a donation, cont. Mr. Hart said, well, contract to Creative Coast. There was a request for a change in the scope of the services. They've sort of changed into running a website and – Commissioner Shay said, which is what we made the motion for. Mr. Hart said, so we just – the original contract that we did draw had the same principles in it that we had in the last contract, and there were some concerns about whether those were appropriate to this contract, so we deleted those and inserted this in lieu thereof, which more accurately reflects what the program's about, and that's simply it.

Commissioner Shay said, motion for approval. Chairman Liakakis said, do we have a second? Commissioner Holmes said, second. Chairman Liakakis said, okay, and this contract also is with Creative Coast that has brought a number of businesses into our community to help the economic situation, so I'm glad you explained that particular matter. Let's go on the board.

Commissioner Kicklighter said, Mr. Chairman, again, starting to try to watch a little bit of money and spending. This – if you read the agreements, it's not a tweaking of an agreement, it's the demolition, destruction, and rebuilding of an agreement. Commissioner Shay said, it's consistent with what we passed in the meeting, though. The agreement is what we voted on and is reflected in the minutes of this body's records. Commissioner Kicklighter said, I'm comparing what we passed, compared to what's now being proposed that you're about to vote on, Mr. Shay. Commissioner Shay said, well, what you're voting on – what you're doing is, you're saying that the contract that we had last year, which was for a different set of services, being carried forward, is somehow changed, and it's not. Commissioner Kicklighter said, did you read it? Commissioner Shay said, Dean, I have read this from front to back. Commissioner Kicklighter said, okay, there are six objectives in the original approved agreement: To assist in the creation – it's very specific – of 25 jobs in Knowledge Based Businesses; Number 2, average annual wage of the jobs created must be 75% above the average; 3, obtain a minimum of 20 non-regional press mentions; 4, build and publish three automated growth and/or web tools; 5, publish one major survey – and I don't know where I put 6. The amendment strikes all six out, replaces with two objectives: to publish and maintain a website that connects

existing businesses and entrepreneurs to local businesses, and, 2, to develop features as needed that will contribute to the website. So basically, we removed any numbers for specifics and replaced it with do a website, so that is a pretty big change and, you know.

Attorney Hart said, Mr. Chairman, perhaps I wasn't – didn't do well in sort of laying the background of this. We originally had a – the County originally had a contract with Creative Coast and that contract had the criteria that Commissioner Kicklighter read, because that's what those folks at that time were designed to do. Then there was some assimilation between Creative Coast and SEDA and the projects sort of changed. At the last Commission meeting, they came in and the concept was to operate this website. You all voted on that, and that's what you did approve. The contract was to be renewed, and it was renewed, and it was brought to my attention when we sent the contract over there that we were using the old contract with the old six standards, the thing had changed, it'd be better if we reflected the language to reflect what this body did, so we took out the six and put in the current language, and that's all there is to this as far as the procedural part of this.

Commissioner Farrell said, so you're just codifying what we voted on two weeks ago? Mr. Hart said, yes, sir, and it was brought to the attention to me by Creative Coast, saying they thought that this needed to be, you know, accurately represented. Commissioner Kicklighter said, but was – Chairman Liakakis said, wait a minute, hold it. Commissioner Kicklighter said, was the one that was sent over – Chairman Liakakis said, hey, Dean, hold it just a minute and then you talk. Just a minute. Now, the main purpose of this, that we got that information, was to produce jobs from Creative Coast with this website. Is that correct? Mr. Hart said, my understanding is, it's a website that if you're somebody that wants to look at Savannah for high tech, you can come in there and look at that website, you can see who's here, you can interconnect with them, you can interconnect with, you know, SEDA and the other development arms of the County, and it sort of gives us a way of picking up on somebody who may be interested, because there's ways of figuring out who checks onto your website and provides an opportunity to follow up and encourage, you know, perhaps them coming this way or showing a greater interest than just looking at your website.

Chairman Liakakis said, Dean? Commissioner Kicklighter said, I don't doubt the good, again, of this Creative Coast. They've done good in the past. My question would be, when we voted on it, Mr. Hart, was the old agreement attached or what? Mr. Hart said, I do not know. I'd have to go back and look at the agenda, but I doubt it, because usually we don't attach the contract. Mr. Abolt said, if I may, the motion was before you by a member of the Commission under Commissioner's items. It was to reenergize an agreement with Creative Coast and specifically address regarding the website, and so this is making the agreement reflect your wishes – at least the wishes of the Board when the motion was made. Commissioner Kicklighter said, okay, so that could be interpreted as Jon would – when you reenergize an agreement, I would probably have sent the same agreement over, too, so this is a big change and just wanted to point it out in the tougher economic times.

Chairman Liakakis said, all right, let's go on the board. Commissioner Odell said, may I just ask a question? I haven't said too much this meeting. The amount of money is the same? Commissioner Shay said, the amount of money that we agreed to was \$27,500 and the amount of – Commissioner Odell said, I didn't catch that, Patrick. Commissioner Shay said, \$27,500, which is equal to half of the cost of the annual cost of maintaining the website. Commissioner Odell said, and the City of Savannah is picking up the other half? Commissioner Shay said, no, the City of Savannah is picking up a whole lot more than that. We used to match the City of Savannah in our support for the Creative Coast, but we ceased doing that in our last budget year, so all we're doing is picking up a very modest amount, compared to the City of Savannah. Commissioner Odell said, I think it's a good program. Chairman Liakakis said, let's go on the board.

Commissioner Shay said, move for approval. Commissioner Holmes seconded the motion. The motion carried unanimously. [Commissioner Thomas was not present.]

ACTION OF THE BOARD:

Commissioner Shay moved to approve an amended agreement with The Creative Coast. The motion was seconded by Commissioner Holmes and passed unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: IX-3
AGENDA DATE: March 12, 2010

TO: Board of Commissioners
THRU: R.E. Abolt, County Manager
FROM: R. Jonathan Hart, County Attorney

ISSUE:

To consider whether to enter into an amended agreement with "The Creative Coast."

BACKGROUND:

On January 29, 2010, the Board of Commissioners authorized the County to enter into an agreement with "The Creative Coast." The original agreement as proposed contained six (6:) objectives that must be met by The Creative Coast to be in compliance with the agreement. A copy fo the original proposed agreement is attached as Exhibit "A"; however, the agreement was never executed by The Creative Coast.

The Creative Coast has apparently now changed its focus to primarily publish and maintain a website that connects existing businesses and entrepreneurs to opportunities within our community. Additionally, they will be developing features to modify their website.

As a result, The Creative Coast has asked the County Attorney's office to draft a proposed amended agreement to delete the previous six (6:) objective items contained in the "Article 1, Scope of Services" section of the original Agreement and to substitute objectives 1 and 2 as provided by Eli Karatassos. A copy of the proposed agreement is attached as Exhibit "B."

FACTS AND FINDINGS:

1. On January 29, 2010, the County entered into a Agreement with The Creative Coast.
2. The Agreement contained six (6:) objectives in the section of marked "Article 1, Scope of Services."
3. The Creative Coast has now changed its focus to primarily publish and maintain a website that connects existing businesses and entrepreneurs to opportunities within our community.
4. The Creative Coast has requested that the Agreement be amended to substitute the six (6) objectives contained in Article I of with two (2) objectives.

FUNDING:

General Fund M & O - Department No. 1007560

POLICY ANALYSIS:

The amendment of this contract falls within the discretion of the Board of Commissioners.

ALTERNATIVES:

1. Authorize the proposed amendment of the contract with The Creative Coast.
2. Do not authorize the proposed amendment of the contract with The Creative Coast.

RECOMMENDATION:

For Board consideration.

RJH/jr

EXCERPT FROM "EXHIBIT A"**ARTICLE I**
SCOPE OF SERVICES

The Contractor shall provide the following services to the citizens of Chatham County within the time specified in this Agreement and according to the practices, standards and methods generally accepted as proper by the profession. The Contractor shall create a website to fulfill the objectives listed below:

Objective 1: To assist in the creation of 25 jobs in Knowledge Based Businesses (KBB) in Chatham County by providing information, referral services and consultation to a minimum of 100 potential relocation, start-ups or expansion businesses.

Objective 2: The average annual wage of the jobs created in KBBs in Chatham County will be 75% above the average annual salary as noted by the Georgia Department of Labor.

Objective 3: To obtain a minimum of 20 non-regional press mentions for the Contractor as a way of establishing and demonstrating the Contractor's reputation.

Objective 4: To build and publish 3 automated growth and/or web tools for connecting businesses and the community to local resources.

Objective 5: To publish 1 major survey and 1 major economic analysis detailing business activity and trends in the region.

Objective 6: To produce 2 KBB events that support growth or attraction of KBB activity in the region and 2 education or outreach events that foster or promote educational opportunities and community involvement in KBB economic areas.

EXHIBIT "B"

AGREEMENT BETWEEN CHATHAM COUNTY AND "THE CREATIVE COAST"

This Agreement is made as of the ____ day of _____ 2010, by and between the Board of Commissioners of Chatham County, hereinafter referred to as "County," and "The Creative Coast," hereinafter called "Contractor," in partnership with the Savannah Economic Development Authority, a body corporate and politic and a public corporation of the State of Georgia.

Whereas, the County desires to provide the citizens of Chatham County with a range of economic, social and community services which address recognized needs in employment and economic opportunity; and

Whereas, the Contractor strives to promote and attract, creative and technology-based businesses as employers to the Chatham County area and uses a highly collaborative approach to link existing programs and leverage community assets, which creates a growth path into higher-wage jobs for the community; and

Whereas, in recognition of a finding of a need for these services, the Board of Commissioners of Chatham County provided funding in the County's FY 2010 General M&O Budget of \$27,500 for said services which the Contractor will perform.

NOW THEREFORE, the County and Contractor agree as follows:

ARTICLE I SCOPE OF SERVICES

The Contractor shall provide the following services to the citizens of Chatham County within the time specified in this Agreement and according to the practices, standards and methods generally accepted as proper by the profession.

Objective 1: To publish and maintain a website that connects existing businesses and entrepreneurs to local resources, promotes Chatham County as a location for business and assists in the facilitation of job growth through automated tools that allow job seekers to be connected to employers.

Objective 2: To develop new features, as needed, that will contribute to the website working as a tool for marketing Chatham County as a location for business, as well as generating leads and projects.

ARTICLE II
RESPONSIBILITIES OF THE CONTRACTOR

A. RECORD KEEPING

1. The Contractor shall maintain financial records in accordance with the agreements prescribed by Generally Accepted Accounting Principles.
2. The Contractor shall maintain records on clients to whom services are provided. Such records shall contain sufficient information to establish for each client his or her receipt of services under the County-supported program, and shall include, as a minimum, the addresses of clients and a description of the services received by each client.
3. All records pertaining to this Agreement shall be made available for inspection by the County and shall be subject to the Georgia "Open Records Law."

B. REPORTS AND MEETINGS

1. To ensure responsible use of public funds and the objectives of this Agreement are met, the Contractor shall provide to the County:
 - a) An annual report on the number of clients served. The report, which shall be certified by the Contractor's Chief Operating Officer, shall include achievement of the performance objectives set out in Article I of this Agreement.
 - b) An audited financial statement for the period covered by this Agreement or for such other period as the County may agree. Such audit shall be performed by a qualified Certified Public Accountant, and shall be furnished to the County within six months of the end of the agreed period.
 - c) A copy of the names and addresses of current Board members.
 - d) Notification of all Board meetings and Minutes of all Board meetings.
2. In addition, at such time and in such forms as the County may require, there shall be furnished to the County such statements, records, reports and information pertaining to matters covered by this Agreement as the County may request, including, but not limited to the following:
 - a) Notification of any changes to the budget set out in the application for County support.
 - b) Notification of all applications for and/or awards of grants or other funds that will support the services described in this Agreement.
 - c) A quarterly statement of actual income and expenditures.
 - d) A quarterly statement of the services provided to the citizens of Chatham County. The statement will include a report on the progress made toward achieving the performance objectives set out in Article I of this Agreement.
 - e) Copies of all reports, brochures, advertisements, newsletters and other material published by the Contractor and pertaining to services provided under this Agreement.
3. A signed transmittal letter shall accompany each report submitted to the County on behalf of the Contractor.

C. ACKNOWLEDGMENT OF FUNDING SOURCE

The Contractor shall acknowledge the support of the County in all published material relating to the funded program the following words:

"Supported by Chatham County"

ARTICLE III
RESPONSIBILITIES OF THE COUNTY

A. COORDINATION

The County will appoint one staff member as its Contract Administrator for the terms of this Agreement. This person will coordinate the County's participation in the Agreement and will also be responsible for monitoring progress toward achieving objectives and ensuring compliance with this Agreement. The County's contact person is Patrick Monahan, Assistant County Manager, phone 652-7870.

The County's Contract Administrator will also assume responsibility for verifying performance and initiating payments to the Contractor.

B. MONITORING AND PERFORMANCE REVIEW

1. The County may at any time inspect the progress of work, provided that it is, as far as possible, convenient to the Contractor. Inspection shall include, but not limited to the following:

- a) The County shall review all written reports required by the Agreement. If a report is incomplete, incorrect or otherwise deficient, the County shall promptly notify the Contractor of the deficiency in writing.
- b) The County shall monitor the progress of work and inspect records at the Contractor's premises as often as it shall deem necessary.

2. The County reserves the right to attend all or any meetings of the Contractor's Board of Directors, or other governing body, and its sub-committees.

C. AVAILABILITY OF INFORMATION

The County shall make available to the Contractor such information pertaining to services provided under this Agreement as it deems necessary, including previous reports, government regulations and other materials.

ARTICLE IV
TIME OF PERFORMANCE AND COMPENSATION

A. TIME OF PERFORMANCE

This Agreement shall be effective from January 1, 2010 and shall continue through June 30, 2010. The time of completion may be adjusted only by written agreement between the parties.

B. AMENDMENTS

This Agreement may be amended only by written agreement between the parties. Any amendment must be approved by the Contractor's Board of Directors and by the Board of Commissioners of Chatham County and shall take effect no sooner than fifteen (15) days after signing by both parties. Either the County or the Contractor may initiate an amendment to the Agreement.

C. COMPENSATION

1. The County shall reimburse the Contractor an amount not to exceed a total of \$27,500 in the period covered by the Agreement.

2. Payment will be made in two (2) payments issued to the Contractor. The first payment for 50% of the amount will be made within 10 working days after receipt of this executed Agreement as signed by the appropriate officer of the Contractor. The second payment will be made based on progress toward performance objectives outlined in this document. A review of the expected outcomes will occur before the scheduled second payment is made.

3. In no case will the County reimburse any portion of any cost determined to be ineligible under this Agreement nor will the County reimburse any cost which has been or will be reimbursed from another source.

4. No payment will be made until any outstanding financial information, including prior year information, is provided or any unmet responsibility is completed.

D. MATCHING FUNDS

1. During the period in which this Agreement is effective, the Contractor shall contribute not less than 50% of the cost of the services provided under this Agreement. Such contribution may include grants or donations from other sources and the value of goods or services provided in kind by the Contractor or its donors or volunteers.

2. In the event that the Contractor's budget provided to the County in the application for funding does not show sufficient cash to cover 50% of the cost of the services provided under this Agreement, then the Contractor shall provide a description and valuation of goods or services provided in kind by the Contractor or its donors or volunteers.

ARTICLE V
REVERSION OF ASSETS

A. ASSETS

In the event that this Agreement is terminated or expires without replacement or extension by a similar agreement or in the event that the Contractor's governing board votes to dissolve the agency as an entity without creating a new entity to meet the objectives stated herein, the Contractor shall return to the County all unexpended County funds. The amount of funds to be reimbursed will be equal to the percentage of unmet services described in the objectives. The amount of funds available for reimbursement shall be determined upon receipt from the Contractor of a final audited financial statement from a Certified Public Accountant.

ARTICLE VI
CONDITIONS OF PERFORMANCE

A. INDEMNITY AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the County from all claims, damage, expense, costs and liability due to the activities of the Contractor, its sub-contractors, agents and employees in the performance of this Agreement.

B. COMPLIANCE WITH ALL LAWS

All services performed hereunder shall be in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

ARTICLE VII
NOTICES

All notices given pursuant to this Agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the County

Notices to the Contractor

Chatham County
Attention: County Manager
124 Bull Street Suite: 220
Savannah, Georgia 31401

The Creative Coast
c/o Savannah Economic Development Authority
8001 Chatham Parkway, Suite 8001
Savannah, Georgia 31401

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

For The Creative Coast

Attest:

Signature

Signature

Title

Title

I attest that the Corporate Seal attached to this document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this corporation. (CORPORATE SEAL)

For Board of Commissioners of Chatham County

Attest:

Pete Liakakis, Chairman

Sybil E. Tillman, Clerk

Approved as to form and legality:

R. Jonathan Hart, County Attorney

=====

X. ACTION CALENDAR

(The Board can entertain one motion to adopt the below-listed calendar. Such motion would mean adoption of staff's recommendation. Any Board Member may choose to pull an item from the calendar and it would be considered separately.)

Chairman Liakakis said, okay, we have Items 1 through 9 and under Item 9 we have Items A through M. Are there any specific items that the Commissioners would like pulled off?

Commissioner Stone said, I just need to abstain from voting on the minutes because I was not present at the last meeting. Chairman Liakakis said, which one? Commissioner Stone said, I just need to abstain from voting on the minutes. I was not present at the last meeting.

=====

NOTE: ACTION OF THE BOARD IS SHOWN ON EACH ITEM AS THOUGH AN INDIVIDUAL MOTION WAS MADE THEREON.]

=====

1. APPROVAL OF THE MINUTES FOR THE REGULAR MEETING OF FEBRUARY 26, 2010, AS MAILED.

ACTION OF THE BOARD:

Commissioner Shay moved that the Board adopt Item Number 1, the approval of the minutes of the meeting of February 26, 2010, as mailed, and allow Commissioner Stone to abstain from voting because she was not in attendance at the meeting. Commissioner Farrell seconded the motion and it passed unanimously. [Commissioner Stone abstained from voting; Commissioner Thomas was not present.]

=====

2. CLAIMS VS. CHATHAM COUNTY FOR THE PERIOD FEBRUARY 18 THROUGH MARCH 3, 2010.

ACTION OF THE BOARD:

Commissioner Shay moved to authorize the Finance Director to pay the claims against the County for the period February 18, 2010, through March 3, 2010, in the amount of \$4,816,052. Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

=====

3. REQUEST BOARD APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH ALL WALKS OF LIFE (AWOL).

ACTION OF THE BOARD:

Commissioner Shay moved to authorize the Chairman to enter into a Memorandum of Understanding with All Walks of Life (AWOL). Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: X-3
AGENDA DATE: March 12, 2010

TO: Board of Commissioners
THRU: R.E. Abolt, County Manager
FROM: Linda Cramer, Finance Director

ISSUE: To request Board approval of a Memorandum of Understanding with All Walks of Life, Inc. (AWOL).

FACTS AND FINDINGS:

- 1) The Board of Commissioners approved a \$25,000 appropriation to All Walks of Life, Inc. (AWOL) at their meeting held February 26, 2010.
- 2) The County Attorney has reviewed a Memorandum of Understanding with All Walks of Life, Inc. (AWOL) which is attached and submitted for Board approval

FUNDING: A transfer from the General Fund M&O Contingency is necessary to provide funding.

ALTERNATIVES:

- 1. That the Board approve the contract and authorize the Chairman to sign.
- 2. Provide other direction.

POLICY ANALYSIS:

Approval is consistent with Board action requiring a contract or Memorandum of Understanding with agencies receiving funding.

RECOMMENDATION: That the Board approve Alternative 1.

Prepared by: Read DeHaven

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

CHATHAM COUNTY BOARD OF COMMISSIONERS' MEMORANDUM OF UNDERSTANDING WITH AWOL (ALL WALKS OF LIFE, INC.)

This Memorandum of Understanding is made and entered into this ____ day of _____, 2010, by and between AWOL, All Walks of Life, Inc. (hereinafter called AWOL) and the Chatham County Board of Commissioners (hereinafter called the County).

WITNESSETH:

WHEREAS, AWOL is a spoken word (poetry) and hip-hop based youth development organization that targets "at-risk" youth. AWOL focuses on youth who have been, or are, at-risk for involvement in the criminal justice system; and

WHEREAS, the AWOL's mission is to promote and provide self-awareness through the use of poetry, hip-hop and life. This mission is met by providing Savannah's youth with safe afternoon/night-time arts and technology programs. AWOL redirects youth towards more positive activities and forms of expression; and

WHEREAS, AWOL connects with neighborhoods the youth participants reside in through community improvement and involvement projects. AWOL's programming encompasses a variety of services that include: tutoring, mentoring, anger management classes, information and referrals to jobs; and

WHEREAS, AWOL's Arts and Technology programs include four strands of programming to include, Information Technology, Sound Design and Audio Editing, Film and Photography and Theater and Performing Arts. Youth enrolled will enter one or more of AWOL's technology based education programs to enhance skills, be engaged in group mentoring and conflict resolution training, and be kept out of trouble during the hours most relevant to them, afterschool and at night. Youth entering Information Technology will develop skills in PC hardware configuration, troubleshooting, repairing and upgrades. Operating system software commonly used for computers and networking (Microsoft® and Linux), will be explained and practiced. In order to enroll basic literacy and numeracy skills are assessed. The overall goal of all AWOL programs is to enhance youth abilities, employability and ultimately, self-sufficiency. Secondly, this project will serve to prevent and/or intervene in the lives of youth involved in the criminal justice system; and

WHEREAS, the Board is the governing authority of Chatham County; and

WHEREAS, the County has expressed that at-risk youth residing in Chatham County should have an equal opportunity to gain access to advanced training in Arts and Technology and the County desires to enter into this Memorandum of Understanding with AWOL to ensure at-risk youth population the opportunity to participate in job training, increase personal education, increase income capacity, and enhance their ability to contribute meaningfully to the community; and

WHEREAS, the County desires to use this program to improve the lives of at-risk persons, and with the cooperation of the judicial system, lessen the number of persons incarcerated in detention facilities, thereby lowering the County's cost associated with incarcerations.

NOW, THEREFORE, AWOL and the County enter into this Memorandum of Understanding for Services and agree more particularly as follows:

SECTION 1. AWOL agrees that it shall provide, including, but not limited to, the following services:

1. Provide Arts & Technology training to a minimum of 40 out of 50 enrolled youth;
2. Provide Information Technology job shadowing and internship opportunities to a minimum of 10 out of 50 enrolled youth;
3. Provide 5 trained youth annually to support Wireless Network initiative in the MLK corridor and downtown area;

- 4. Provide such records, including but not limited to financial and programmatic activity reports as County staff require to assess effectiveness and compliance with this Memorandum of Understanding;
- 5. By the end of programming, youth will experience a minimum of a 75% increase in knowledge as determined through pre/post testing;
- 6. By the end of programming, youth will demonstrate sufficient skills necessary to perform technical support aspects associated within the IT career field;
- 7. Acknowledge the support of the Chatham County Commission in their advertisements and marketing initiatives; and
- 8. Document that a minimum of two youths have been able to avoid court and incarceration through their participation in the program.

SECTION 2.

The County, for and in consideration of the delivery of the above-described services agrees more particularly as follows:

- 1. Provide \$25,000 in funding for operating costs;
- 2. Promote the AWOL Youth IT Training program to key stakeholders and the community at-large;
- 3. Provide commissioner and staff representatives to attend periodic events designed to bolster the self-esteem of graduating youth; and
- 4. Encourage the Chatham County Juvenile Court to refer those youth already involved in the juvenile justice system to the program in an effort to deter juvenile crime activity.

SECTION 3. Terms of Memorandum of Understanding

AWOL agrees that the subject appropriation by the County shall be used only for the purposes outlined within this Memorandum of Understanding. AWOL agrees to maintain in accordance with generally acceptable accounting principles, records of all expenditures pertaining to funds granted under this Memorandum of Understanding and shall allow County auditors complete access for purposes of verifying the appropriate expenditure of funds within the meaning of services to be provided.

This Memorandum of Understanding will remain in effect for a period of one year unless amended or terminated by the County or AWOL upon thirty (30) days written notice to the other party.

AWOL All Walks of Life, Inc.

BY: _____
DAVENA JORDAN
Executive Director

Print name: _____
Witness

CHATHAM COUNTY, GEORGIA

BY: _____
PETE LIAKAKIS, Chairman
Board of Commissioners

ATTEST: _____
Sybil E. Tillman
Clerk of Commission

REVIEWED AND APPROVED BY:

[SEAL]

R. Jonathan Hart
Chatham County Attorney

=====

4. REQUEST BOARD APPROVE A CONTRACT FOR ACQUISITION OF RIGHT OF WAY, STATE-AID OR FEDERAL AID PROJECT, REIMBURSABLE BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION AND CHATHAM COUNTY FOR THE BAY STREET WIDENING PROJECT, NHS00-0002-00(923). [DISTRICT 8.]

ACTION OF THE BOARD:

Commissioner Shay moved to approve a contract for acquisition of right-of-way, state-aid or federal aid project, reimbursable between the Georgia Department of Transportation (GDOT) and Chatham County for the Bay Street Widening Project, NHS00-0002-00(923). Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: X-4
AGENDA DATE: March 12, 2010

TO: Board of Commissioners
THRU: R. E. Abolt, County Manager
FROM: A.G. Bungard, P.E., County Engineer

ISSUE: To approve a Contract for Acquisition of Right of Way, State-Aid or Federal Aid Project, Reimbursable between the Georgia Department of Transportation (GDOT) and Chatham County for the Bay Street Widening Project, NHS00-0002-00(923).

BACKGROUND:

- 1. The project to widen Bay Street is in the 1998 - 2003 SPLOST and is in the Coastal Region Metropolitan Planning Organization (CORE MPO) Transportation Improvement Plan (TIP).
- 2. The original Agreement between the GDOT and the County to reconstruct Bay Street from I-516 to the Bay Street Viaduct was entered into on November 13, 2001. In the original Agreement the County is responsible for acquiring and funding the right of way (ROW) for the project. There were no provisions to reimburse the County for the project ROW acquisition cost.

FACTS AND FINDINGS:

- 1. This Contract specifies a total not to exceed reimbursement amount of \$10.9 million. It provides County counteroffer approval authority of up to 10% or \$10,000 above the appraised Fair Market Value (FMV), whichever is greater. The County will file condemnations. The Contract expiration date is "the conclusion of FY 2012".
- 2. The ROW plans were approved by the GDOT on February 19, 2010. Funding was authorized by the GDOT on February 19, 2010. The acquisition process cannot begin until the Contract is executed.
- 3. Because there are insufficient funds in the SPLOST to "front" the entire \$10.9 million pending a one-time reimbursement (as is GDOT policy), this Contract provides for four partial reimbursements in amounts of approximately \$2.7 million. Part of the reimbursements will be from the American Recovery and Reinvestment Act in FY2010. The balance of the funds is authorized in FY 2011. Funding for construction (Federal/State) is in FY 2013.

ALTERNATIVES:

- 1. To approve a Contract for Acquisition of Right of Way, State-Aid or Federal Aid Project, Reimbursable between the Georgia Department of Transportation (GDOT) and Chatham County for the Bay Street Widening Project, NHS00-0002-00(923).
- 2. To not approve the right of way acquisition Contract and place the project on hold.

FUNDING: Funding will be provided by the GDOT (Fund 322 Object Code 11.27321).

POLICY ANALYSIS: The Board must approve intergovernmental agreements.

RECOMMENDATION: To approve Alternative 1.

District 8

=====

5. REQUEST BOARD AUTHORIZE THE CHAIRMAN AND CLERK OF COMMISSION TO EXECUTE A REQUEST FOR TRAFFIC SIGNAL WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AT I-95 AND SR 204 (ABERCORN). [DISTRICT 6.]

ACTION OF THE BOARD:

Commissioner Shay moved to authorize the Chairman and Clerk of Commission to execute a request for traffic signal with the Georgia Department of Transportation (GDOT) at I-95 and SR204 (Abercorn). Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: X-5
AGENDA DATE: March 12, 2010

TO: Board of Commissioners
THRU: R.E. Abolt, County Manager
FROM: A.G. Bungard, P.E., County Engineer

ISSUE: To authorize the Chairman and Clerk of Commission to execute a Request for Traffic Signal with the Georgia Department of Transportation (GDOT) at I-95 and SR 204 (Abercorn).

BACKGROUND: The intersection of the north bound ramp from I-95 at State Route 204 is within Unincorporated Chatham County. The Georgia Department of Transportation (GDOT) conducted a traffic signal warrant analysis. The GDOT determined that a signal is warranted at this location.

FACTS AND FINDINGS:

- 1. The GDOT is developing a signal at the end of the north bound exit ramp from I-95 to SR 204. The installation will allow protected turning movements for traffic that exits I-95. The installation cost of the signal will be incurred by the GDOT.
- 2. The costs of electric energy and telephone service used to operate the signal will be at the expense of the County.

ALTERNATIVES:

- 1. To authorize the Chairman and Clerk of Commission to execute a request for traffic signal with the Georgia Department of Transportation (GDOT) at I-95 and SR 204 (Abercorn).
- 2. To not authorize executing the request.

FUNDING: Funding for the cost of operation and maintenance of the traffic signal is available in the Special Services District - Utilities (Fund#2701577, Object Code 53.12901).

POLICY ANALYSIS: The Board must approve intergovernmental agreements.

RECOMMENDATION: That the Board approve Alternative 1.

District 6

=====

6. REQUEST BOARD APPROVE A LOCAL GOVERNMENT LIGHTING AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR TRUMAN PARKWAY, PHASE 5.

ACTION OF THE BOARD:

Commissioner Shay moved to approve a Local Government Lighting Agreement with the Georgia Department of Transportation (GDOT) for Truman Parkway, Phase 5. Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: X-6
AGENDA DATE: March 12, 2010

TO: Board of Commissioners
THRU: R. E. Abolt, County Manager
FROM: A. G. Bungard, P.E., County Engineer

ISSUE: To approve a Local Government Project Lighting Agreement (LGPLA) with the Georgia Department of Transportation (GDOT) for Truman Parkway, Phase 5.

BACKGROUND: On September 11, 2001, the County entered into a Project Management Agreement (PMA) with the GDOT to construct Truman Parkway, Phase 5 from Abercorn Street to Whitefield Avenue. This PMA included a provision that if lighting is included in the construction contract, an additional agreement for the lighting shall be executed.

FACTS AND FINDINGS:

- 1. The LGPLA stipulates that the County will be responsible for costs for providing energy, maintenance and operational costs of the lighting systems.
- 2. Lighting will now be installed as part of the construction contract awarded by the GDOT on January 29, 2010. Phase 5 should be completed during the summer of 2013.
- 3. The County's share of the costs do not need to be included in a budget until FY 2014. Once construction is complete, most of the roadway will be turned over to the City of Savannah and a majority of the lighting cost will be the responsibility of the City.

ALTERNATIVES:

- 1. To approve a Local Government Project Lighting Agreement (LGPLA) with the Georgia Department of Transportation (GDOT) for Truman Parkway, Phase 5.
- 2. That the Board not approve the agreement.

FUNDING: No funding is required at this time.

POLICY ANALYSIS: The Board must approve intergovernmental agreements.

RECOMMENDATION: That the Board approve Alternative No. 1.

Districts 1 and 6

=====

7. REQUEST FROM THE SHERIFF'S DEPARTMENT FOR THE BOARD TO HAVE FLEET MANAGEMENT RELEASE THE TITLES FOR K-3, K-5 AND K-11. THESE VEHICLES WERE ORIGINALLY PURCHASED WITH BYRNE GRANT FUNDS AND WILL BE RETURNED TO THE CRIMINAL JUSTICE COORDINATING COUNCIL FOR DISPOSAL.

ACTION OF THE BOARD:

Commissioner Shay moved to approve the request from the Sheriff's Department to have Fleet Management release the titles and release to the Criminal Justice Coordinating Council the vehicles for K-3, K-5 and K11. Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: X-7
AGENDA DATE: March 12, 2010

Date : February 26, 2010
To : Honorable Chatham County Commissioners
Through : County Manager Russ Abolt
From : Al St. Lawrence, Sheriff

Ref : Permission to release the titles of Unit K-3 Vin/1FMPU16L121A82358 and K-11 Vin/1FMRPU16151LB19197 and K-5 Vin/1FMPU16L41LB20681

Issue:

A request for the Chatham County Commissioners to:

To have Fleet Management release the titles for K-3, K-5 and K11. These vehicles were originally purchased with Byrne Grant Funds and will be returned to the Criminal Justice Coordinating Council for Disposal.

Background and analysis:

Units K-3, K-5 and K-11 were purchased with funds from the Byrne Grant through the Criminal Justice Coordinating Council. Under rules of the grant these vehicles are to be returned to the Criminal Justice Coordinating Council for disposal. These vehicles were replaced by three 2010 Chevy Tahoe.

Funding:

N/A

Alternatives:

- 1. Not to release the titles and most likely lose grant funding,
- 2. Approve the release of the titles and release the vehicles to the State of Georgia surplus property for disposal.

Recommendation:

That the Chatham County Commissioners select alternative #2.

=====

8. REQUEST FOR NEW SUNDAY SALES OF BEER, WINE AND LIQUOR POURING LICENSE FOR 2010. PETITIONER: DEBORAH PEMBROKE, D/B/A DEB'S PUB AND GRUB, LOCATED AT 2130 NORWOOD AVENUE, 31406. [DISTRICT 3.]

ACTION OF THE BOARD:

Commissioner Shay moved to approve the petition of Deborah Pembroke, d/b/a Deb's Pub and Grub, located at 2130 Norwood Avenue, for a new Sunday sales of beer, wine and liquor pouring license for 2010. Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

**AGENDA ITEM: X-8
AGENDA DATE: March 12, 2010**

TO: BOARD OF COMMISSIONERS

THROUGH: R.E. ABOLT, COUNTY MANAGER

FROM: GREGORI S. ANDERSON, DIRECTOR OF BUILDING SAFETY AND REGULATORY SERVICES
WILLIE LOVETT, INTERIM POLICE CHIEF

ISSUE

Request for approval of new Sunday sales of beer, wine and liquor pouring license for 2010, Deborah Pembroke d/b/a Deb's Pub And Grub, located at 2130 Norwood Avenue, Savannah, GA 31406.

BACKGROUND

Ms. Pembroke requests approval for new Sunday sales of beer, wine and liquor pouring license in connection with an existing restaurant. Ms. Pembroke has a current beer, wine and liquor pouring license (10-11275) and is now adding Sunday sales. The business at this location meets the requirements of the Chatham County Alcoholic Beverage Ordinance.

FACTS AND FINDINGS

1. The application was reviewed by the Police Department for compliance of the applicant and site distance requirements and approved.
2. The returned application was reviewed by Regulatory Services. The County Fire Marshal inspected the site for compliance with the commercial kitchen requirements and approved the facility.
3. This application is in compliance with all requirements.
4. The applicant has been notified of the hearing date and time.

RECOMMENDATION

The Savannah-Chatham Metropolitan Police Department and Building Safety and Regulatory Services recommend approval.

District 3

We verify that the attached report and attachments are complete and correct as to form.

Gregori S. Anderson, CBO

Interim Chief Willie Lovett

=====

9. REQUEST BOARD APPROVAL TO AWARD BIDS AS FOLLOWS: (Please note that new purchase thresholds of \$10,000 or more have been enacted; however, contracts and change orders of a lesser amount still will appear.)

<u>ITEM</u>	<u>DEPT.</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>FUNDING</u>
A. Change Order No. 11 to the contract to perform environmental studies, prepare preliminary design and final right-of-way for Truman Parkway Phase 5 for engineering services during the construction of Truman Parkway, Phase 5	Engineering	Jordan, Jones and Goulding (JJ&G) and Stevenson and Palmer	\$187,800	SPLOST (1985-1993) - Truman Parkway, Phase 5
B. Furniture for the Court Services Division of the Sheriff's Department	Sheriff	Modern Business System	\$24,958	SPLOST (2008-2014) - Courthouse Renovation
C. Change Order No. 1 to the annual contract to provide maintenance and repair of two (2) drawbridges for an increase in the hourly and overtime labor rates	Public Works and Park Services	Alloy Industrial Contractors, Inc. (WBE)	•\$60 per hour straight time •\$70 per hour overtime	General Fund/M & O - Bridges
D. Construction contract to pave Dulany Road	Engineering	Griffin Contracting, Inc.	\$648,744	SPLOST (2003-2008) - (Pending Board approval of transfer)
E. Four (4) solar powered radar speed signs	Engineering	All Traffic Solutions (Sole Source)	\$16,736	SSD - Engineering (Pending Board approval of transfer)
F. Annual contract with option to extend on a month to month basis janitorial services for the Commerce Building	Special Projects	Service Master by Liberty	\$23,400	General Fund/M & O - Facilities Maintenance and Operations (pending Board approval of transfer)

<u>ITEM</u>	<u>DEPT.</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>FUNDING</u>
G. Change Order No. 1 to the annual contract for oil and lubricants to recognize a manufacturer's imposed price increase	Fleet Operations	Stubbs Oil Company, Inc.	Varies by item	General Fund/M & O - Fleet Operations
H. Correction on pricing replacement communications tower project	Special Projects	Tower Innovations (GSA Contract)	\$4,800	CIP - Communications Tower
I. Correction on pricing self-contained communications building with UPS and generator	Special Projects	Motorola (State Contract)	\$2,123	CIP - Communications Tower
J. Engineering services for switching room relocation	Special Projects	Rosser International	\$22,000	SPLOST (2008-2014) - Courthouse Renovation
K. Design services for Records Center Training Room	Special Projects	Ramsey-Sherrill	\$1,900	SPLOST (2008-2014) - Courthouse Renovation
L. Change Order No. 2 for the design services for the Animal Contract Shelter utility area	Special Projects	Lott+Barber	\$10,750	2005 DSA Series Bonds
M Agreement for use of field space at L. Scott Stell as a home site for a soccer club	Public Works and Park Services	West Chatham Soccer Association	N/A	N/A

ACTION OF THE BOARD:

Commissioner Shay moved to approve Items A through M, both inclusive. Commissioner Farrell seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

AGENDA ITEM: X-9 A thru M
AGENDA DATE: March 12, 2010

TO: BOARD OF COMMISSIONERS
THRU: R.E. ABOLT, COUNTY MANAGER
FROM: MICHAEL A. KAIGLER, DIRECTOR
HUMAN RESOURCES & SERVICES
SUBJECT: AWARD OF BIDS

ITEM A

ISSUE: Request Board approval for Supplemental Agreement (SA)#11 in the amount of \$187,800 to the contract with Jordan, Jones and Goulding (JJ&G) and Stevenson and Palmer (S&P) for engineering services during construction of Truman Parkway, Phase 5.

BACKGROUND: In 1993, the County selected JJ&G/Stevenson and Palmer (formerly Freeman and Vaughn) to perform environmental studies, prepare preliminary design and final right-of-way plans for Phase 5. Prior to 1995, the GDOT was responsible for designing Phases 3 and 4. By Local Government Project Agreements (LGPA) dated 28 June 1995, the County assumed responsibility for the environmental permitting and for the design of Phases 3 and 4. The LGPA for Phase 5 was approved 11 September 2001. The contract for construction of Phase 5 was awarded by the GDOT to Balfour Beatty Infrastructure on 29 January 2010.

FACTS AND FINDINGS:

- SA #11 includes the following items which are outside the scope of their contract and any previous supplemental agreements.

- a. Shop drawing reviews [bridge, lighting and overhead signs]. During construction the GDOT will send shop drawings for review from the contractor of the project. These are not available until after the project is bid.
- b. Construction revisions. GDOT will inevitably request minor revisions to the plans once construction is underway. These will be submitted to the County prior to changes being made.
- c. Erosion control review and EPD letters. New rules enacted by the Georgia Environmental Protection Division (EPD) require a visit by the design engineer and written verification that erosion control measures are in place.
- d. Design data notebook submittal. The GDOT has a new requirement that a notebook to be submitted with the electronic files after bidding of the project.

2. Contract History:

a. Original Contract [12/17/93] Prepare EA, preliminary design and R/W plans for Phase 5 only.	\$552,559
b. SA #1 [6/10/94] Add Phases 3 and 4 to the EA.	177,541
c. SA #2 [4/28/95] Prepare EIS (rather than EA) for Phases 3, 4 and 5.	189,669
d. SA #3 [10/20/95] Add construction plans for Phases 3 and 4.	1,276,042
e. SA #4 [12/15/95] Additional work for EIS based on agency reviews.	149,958
f. SA #5 [4/11/97] Additional work for EIS (restudy and alternative analysis to avoid impacts to a bald eagle nest; revise Phase 4 plans, add final construction plans Phase 5.	1,142,512
g. SA #6 [1/14/00] Plan additions, studies and changes (Phases 3: realignment for DeRenne Pump Station bypass; relocate landfill; wetlands mitigation plans; Phase 4: lead contamination investigation; Bethesda boundary survey; Phase 5: hydraulic study Vernon River bridge)	1,174,706
h. SA #7 [4/16/04] Plan additions and changes to Phases 3 and 4 (Incorporating the Kingsway Drainage project, raising New Shorty Cooper Drive, design drainage for Georgia Regional Hospital, assist GDOT with earthwork computation dispute, foundation investigation for lighting).	185,022
i. SA #8 [12/3/04] Soils investigations and report for roads, bridges and lighting. Additional survey work for extended project limit and changes in project layouts. Additional design to change in project limits. Rate adjustments for remaining work on right-of-way plans, roadway and bridge design, wetland mitigation, design and construction. Removal of flyover from design (credit). Landscaping plans.	628,801
j. SA #9 [1/27/06] Topographic survey update	60,973
k. SA #10 [2/8/08] Revisions to right of way plans, bridge staking, environmental re-evaluations, utility conflicts, sign foundations, lighting plan revisions.	253,675
l. SA #11[pending]	187,800
Revised Contract Amount	\$5,979,258

FUNDING: SPLOST (1985 - 1993) - Truman Parkway, Phase 5
(3204210 - 52.12003 - 32050473)

ALTERNATIVES:

- 1. Board approve Supplemental Agreement #11 in the amount of \$187,800 to the contract with Jordan, Jones and Goulding (JJ&G), and Stevenson and Palmer (S&P) for engineering services during construction of the Truman Parkway, Phase 5.
- 2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve the supplemental agreement for the contract.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
ESTELLE BROWN

ITEM B

ISSUE: Request Board approval of a \$24,958 purchase of new office furniture from Modern Business System of Savannah, GA for the Court Services Division of the Sheriff’s Department.

BACKGROUND: The Chatham County Sheriff’s Department Court Services Division is moving into a new work space and has the need for new office furniture.

FACTS AND FINDINGS:

1. Bids were properly advertised and opened 28 January 2010. The bid responses are as follows:

Masons, Inc. Savannah, GA	\$12,629 (Non-responsive)
Modern Business System Savannah, GA	\$ 24,958
* VIP Office Furniture & Supply Savannah, GA	\$26,552
McWaters, Inc. Savannah, GA	\$ 28,120
National Office System Savannah, GA	\$28,245
IFURN, Furniture Wichita, KS	\$38,000
Metrospace Design Group Las Vegas, NV	\$38,983

* WBE Firm

2. The bid received from Masons, Inc., was deemed non-responsive, as their proposal did not meet the specifications required.
3. Staff believes the bid offered by Modern Business Systems to be fair and reasonable.

FUNDING: SPLOST (2008 - 2014) - Courthouse Renovation
(3244980 - 54.13011 - 32460427)

ALTERNATIVES:

1. Board approval of a \$24,958 purchase of new office furniture from Modern Business System of Savannah, GA for the Court Services Division of the Sheriff’s Department.
2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve contracts to the lowest responsive bidders.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
TOM DRANE

ITEM C

ISSUE: Request Board approval of Change Order No. 1, in the amount of \$60 per hour straight time and \$70 per hour overtime, to the annual contract with Alloy Industrial Contractors, Inc., a WBE firm, to provide maintenance and repair of two (2) drawbridges located within the County for Public Works and Parks Services.

BACKGROUND: On 16 January 2009, the Board approved an annual contract to provide maintenance and repair of two (2) drawbridges with Alloy Industrial Contractors, Inc. In December 2009, a yearly automatic renewal letter was sent to Alloy Industrial Contractors, Inc. with the standard conditions that all prices, terms, and conditions of the contract will remain the

same. Included in the letter was information regarding their ability to object in writing to the renewal by a prescribed date. Alloy Industrial Contractors, Inc. provided an objection to their existing pricing structure citing specific increases, in their Sheet Metal Workers' International Association Contract, that was effective in August 2009, August 2010, and August 2011, as substantiated by a copy of a signed contract between Alloy Industrial Contractors, Inc. and Local Union 85, of the Sheet Metal Workers' International Association.

FACTS AND FINDINGS:

1. The contractor has provided sufficient documentation of significant contractual cost increases. The increase request will in fact freeze the costs for a period of two (2) years, with no further possibility of price increases until December 2011.
2. There are no other known contractors in the immediate area that can provide these same specific services, who can also meet the required one (1) hour response time. This contractor has provided a good experience particularly with the County owned bridges, during the past 12 months.
3. Based on the substantial documentation provided by Alloy Industrial Contractors, Inc., staff supports the requested change to the hourly and overtime labor rate that will be in effect for 2010 and 2011 with no further price increases to be considered during this two (2) year time frame.

FUNDING: General Fund/M & O - Bridges
(1004230 - 52.22001)

ALTERNATIVES:

1. Board approval of Change Order No. 1, in the amount of \$60 per hour straight time and \$70 per hour overtime, to the annual contract with Alloy Industrial Contractors, Inc., a WBE firm, to provide maintenance and repair of two (2) drawbridges located within the County for Public Works and Parks Services.
2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to issue Change Orders to essential service contracts to recognize changes in Union wages.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
RUSHEDA ADESHINA

ITEM D

ISSUE: Request Board approval to award a \$648,744 construction contract to Griffin Contracting to pave Dulany Road.

BACKGROUND: Dulany Road is on the list of unpaved roads in Unincorporated Chatham County. The Board approved a design contract with McGee Partners, Inc. on 27 May 2005.

FACTS AND FINDINGS:

1. This project was properly advertised and seven (7) bids were received and opened on 3 March 2010. The bid responses are as follows:

Griffin Contracting, Inc. Pooler, GA	\$648,744
Seaboard Construction Co. Brunswick, GA	\$665,944
R. B. Baker Construction, Inc. Garden City, GA	\$666,008
Carroll & Carroll Savannah, GA	\$668,547
McLendon Enterprises Vidalia, GA	\$763,218

- * Sandhill ALS Construction, Inc. \$797,105
Hardeeville, SC
- ** E & D Contracting Services, Inc. \$1,291,762
Savannah, GA
- * MBE firm
- ** WBE firm

2. Staff believes the bid from Griffin Contracting to be fair and reasonable and well within the construction cost estimate.
3. The project is expected to be completed within 190 days from the Notice To Proceed.

FUNDING: SPLOST (2003 - 2008) - Dulany Road - (Pending Board approval of transfer)
(3234220 - 54.14001 - 32356447)

ALTERNATIVES:

1. Board approval to award a \$648,744 construction contract to Griffin Contracting to pave Dulany Road.
2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to award construction contracts to the low, responsive, responsible bidder.

RECOMMENDATION: Staff recommends the approval of Alternative 1.

BUDGET APPROVAL _____
CHRIS MORRIS

ITEM E

ISSUE: Request Board approval of a \$16,736 sole source purchase from All Traffic Solutions for four (4) solar powered radar speed signs.

BACKGROUND: Staff installed two (2) solar powered radar speed signs during the past two (2) years. The first sign was purchased from Information Display Company at a cost of \$6,515. This sign required special installation that cost \$1,880, for a total installed cost of \$8,395. The second sign was purchased from All Traffic Solutions for \$5,160, and had negligible material and labor costs since it was installed by County staff.

FACTS AND FINDINGS:

1. Staff received a quote from All Traffic Solutions for additional radar speed signs at a unit cost of \$4,184. This is nearly half of the total, installed cost of the similar solar powered radar speed signs from Information Display Company. Selecting All Traffic Solutions as the sole source provider will save the County money.
2. The signs from All Traffic Solutions come with software that is user-friendly and compatible with the Department of Engineering’s laptop computers. Data from the signs can be downloaded directly to staff’s laptop computer, with analysis and results of the data organized by All Traffic Solutions Speed-Sentry software. The software allows staff to identify specific times speeding is occurring, which can be forwarded to the SCMPD for targeted enforcement.
3. The signs from Information Display require a handheld Palm device to download the speed data. Staff has been unable to collect reliable, accurate data from this sign to identify specific times speeding is occurring.
4. The sign from All Traffic Solutions was installed by County staff in a couple of hours. The sign from Information Display required staff to hire an electrical contractor, took over a week to install and cost an additional \$1,880.

FUNDING: SSD - Engineering
(2701575 - 54.25001) - (pending Board approval of the transfer)

ALTERNATIVES:

1. Board approval of a \$16,736 sole source purchase from All Traffic Solutions for four (4) solar powered radar speed signs.
2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve sole source purchases when it is in the best interest of the County.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
GLORIA SAUGH

ITEM F

ISSUE: Request Board approval to award a \$23,400 annual contract with the option to extend on a month to month basis with Service Master by Liberty to provide janitorial services for the newly acquired Commerce Building.

BACKGROUND: The Commerce Building was purchased by the County on 29 December 2009, and is currently occupied by U.S. Department of Homeland Security, U.S. Trustees and Convergys Telecommunication. In order to provide the required services, janitorial cleaning is necessary.

FACTS AND FINDINGS:

1. All three tenants at the Commerce Building make lease payments to the County that include payment for janitorial services. Staff believes that a change, at this time, of the current janitorial company providing this service would be disruptive and not in the best interest due to the cleaning schedules established by the three tenants.
2. Staff requested and received a cost from Service Master by Liberty of \$23,400 to continue janitorial service at the building. Areas to be included in this contract will be 1st floor entrance and main hall, 2nd floor main hall and security office, and all areas of the 3rd and 4th floors.
3. Staff believes that the service provided for the building is very good and each of the three tenants gave positive comments in regards to the quality of service performed by Service Master by Liberty.

FUNDING: General Fund/M & O - Facilities Maintenance and Operations
(1001565 - 52.21301) - (Pending Board approval of transfer)

ALTERNATIVES:

1. Board approval to award a \$23,400 annual contract with the option to extend on a month to month basis with Service Master by Liberty to provide janitorial services for the newly acquired Commerce Building.
2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to provide a continuation in essential service contracts when it provides an existing service that is paid for in part by the Lessee.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
RUSHEDA ADESHINA

ITEM G

ISSUE: Request Board approval of Change Order No. 1 to the annual contract for Oil and Lubricants with Stubbs Oil, to recognize a manufacturer's price increase effective 1 April 2010.

BACKGROUND: At their meeting of 4 December 2009, the Board approved an annual contract to provide oils and lubricants with Stubbs Oil.

FACTS AND FINDINGS:

1. New prices for items to be purchase from Stubbs Oil Company for Chatham County Fleet Operations is as follows:

<u>Item</u>	<u>Size</u>	<u>Old Price</u>	<u>New Price</u>
Motor Oil (SE 15W40) (CJ-4)	Gallon	\$5.37	\$5.67
Motor Oil (ASC 5W-30)	Gallon	\$6.18	\$6.54
Motor Oil Supreme 5-20 (1/55)	Gallon	\$4.87	\$5.23
2-Cycle Oil (L2C)	Gallon	\$8.39	\$8.75
Gear Lubricant (SAE 85/W/140)	Drum	\$.97	\$1.02
Hydraulic Oil (HD46)	Gallon	\$3.77	\$4.07
Heavy Duty Truck grease (LAPG)	Pound	\$1.35	\$1.40
Heavy Duty Truck grease (LHPG)	Tube	\$1.38	\$1.43
Auto Transmission Fluid (Dextron III)	Quart	\$6.13	\$6.49
Auto Transmission Fluid (Dextron V)	Quart	\$9.05	\$9.41
Anti Freeze & Coolant	Gallon	\$5.60	Same

2. Staff believes price increase to be fair and reasonable.

FUNDING: General Fund/M&O - Fleet Operations
(1001567 - 52.22001)

ALTERNATIVES:

1. Request Board approval of Change Order No. 1 to the annual contract for Oil and Lubricants with Stubbs Oil, due to a manufacturer’s price increase effective 1 April 2010.
2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve Change Orders essential service contracts to recognize manufacturer’s price increase.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
RUSHEDA ADESHINA

ITEM H

ISSUE: Request Board approval of the correction to the purchase amount for the contract under federal GSA pricing for a 285-foot communications tower, including foundation, tower and antenna installation and de-stacking the old tower.

BACKGROUND: At the 26 February 2010 meeting, the Board awarded a contract to Tower Innovations in the amount of \$389,640 under GSA (federal) pricing; however, the pricing did not include the cost of a payment and performance bond.

FACTS AND FINDINGS:

1. With the payment and performance bond, this will add \$4,800 to the contract price, or a new total of \$394,440.
2. The existing 285-foot communications tower stands within the construction footprint of the Detention Center expansion. The communications tower at the Sheriff’s Complex will need to replace the communication tower to increase buildable area for the Detention Center expansion as well as to provide a replacement for higher wind resistance and structural integrity. The tower provides communications for the Sheriff’s Office, regional interoperable communications system and lease space for private cellular companies.
3. Chatham County followed the process required under the Communications Tower Ordinance and has received approval from the MPC as well as coordination with the Savannah Airport, Hunter Army Airfield and Mosquito Control.
4. The new communications tower will be constructed near the Sheriff’s Office Gun Range, about ½ mile from its current location. Constructed of galvanized steel, it will withstand 130 mph winds. It does not require guide wires, which makes its footprint compact.

- 5. Tower Innovations provided pricing of \$389,640, or less than half of the original estimate, based on federal GSA pricing. George Bowen, the County’s project manager, identified the group based on his prior experience in the U.S. Air Force with the design and construction of communications towers.

FUNDING: CIP - Communications Tower - FY 2009
(3503300 - 54.13010 - 35030513)

ALTERNATIVES:

- 1. Board approval of the correction to the purchase amount for the contract under federal GSA pricing for a 285-foot communications tower, including foundation, tower and antenna installation and de-stacking the old tower.
- 2. Board direct staff to waive the payment and performance bond and keep the pricing approved February 26, 2010.
- 3. Board not award a contract for this work.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to award contracts for good and services.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
CHRIS MORRIS

ITEM I

ISSUE: Request Board approval of the correction to the purchase amount for a contract under state contract pricing for a modular concrete building to provide power and emergency support for the communications tower.

BACKGROUND: At the 26 February 2010 meeting, the Board awarded a contract to Motorola in the amount of \$282,326 for a modular concrete building to provide power and emergency support for the communications tower; however, the pricing did not include the cost of a payment and performance bond.

FACTS AND FINDINGS:

- 1. With the payment and performance bond, this will add \$2,123 to the contract price, or a new total of \$284,499.
- 2. The State of Georgia contract pricing from Motorola will meet all of the specifications for electrical distribution and emergency service in a 12 foot by 36 foot concrete building.
- 3. The building will be constructed near the Sheriff’s Office Gun Range, on the same foundation as the new communications tower.

FUNDING: CIP - Communications Tower, FY 2010
(3503300 - 54.25001 - 3503123)

ALTERNATIVES:

- 1. Request Board approval to correct the purchase amount for a contract under state contract pricing for a modular concrete building to provide power and emergency support for the communications tower.
- 2. Board direct staff to advertise and accept proposals for this work.
- 3. Board not award a contract for this work.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to award contracts for professional services.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
CHRIS MORRIS

ITEM J

ISSUE: Request Board approval to award a \$22,000 professional services contract with Rosser International for engineering services for the switching room at the Courthouse.

BACKGROUND: As part of the Courthouse project, the emergency power and switching system will be replaced. The County requested a proposal from Rosser International for this work since the firm previously provided electrical and mechanical engineering services for the Courthouse and remains the most experienced local firm for this building and its systems.

FACTS AND FINDINGS:

- 1. Replacement of the switching equipment will be necessary as part of the Courthouse project to replace the emergency power and switching to back-up systems.
- 2. Rosser International provided a quote of \$22,000 based on the complexity of the work. Staff reviewed the proposal and finds it reasonable for the scope of work and pricing.

FUNDING: SPLOST (2008 - 2014) - Courthouse Project
(3244980 - 54.13011 - 32460427)

ALTERNATIVES:

- 1. Board approval to award a \$22,000 professional services contract with Rosser International for engineering services for the switching room at the Courthouse.
- 2. Board not award any contract for this work.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to award contracts.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
TOM DRANE

ITEM K

ISSUE: Request Board approval of Change Order 1, in the amount of \$1,900, to the contract with Ramsay Sherrill Architects for the Records Center because of additional architectural services for a training room.

BACKGROUND: At the 15 January 2010 meeting, the Board approved a construction change order for the Records Center training room based on an estimate to add a training room to the project. At the time, staff indicated some additional design expense will be incurred.

FACTS AND FINDINGS:

- 1. The Board awarded a contract to Ramsay Sherrill Architects in the amount of \$24,750 for architectural services for the Records Center. The contract did not include a training room, an addition to the project which the Board approved January 15 based on a request from the new Administrative Services administrator.
- 2. The additional services totals \$1,900. Contract history is as follows:

Contract award (11-06-09)	\$24,750
Change Order 1 (Pending)	<u>\$ 1,900</u>
New contract amount	\$26,650

FUNDING: SPLOST (2008 - 2014) - Courthouse Project
(3244980 - 54.13011 - 32460427)

ALTERNATIVES:

- 1. Board approval of Change Order 1, in the amount of \$1,900, to the contract with Ramsay Sherrill Architects for the Records Center because of additional architectural services for a training room.
- 2. Board not approve the change order.

POLICY ANALYSIS: Changes in contract amounts and terms requires the Board’s approval in conformance with the County’s Purchasing Ordinance and Procedures Manual requires Board approval.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
TOM DRANE

ITEM L

ISSUE: Request Board approval of Change Order 2, in the amount of \$10,750, to the professional services contract with Lott + Barber for the design and engineering of the Animal Control Shelter.

BACKGROUND: At the September 2006 meeting, the Board authorized a contract with Lott+Barber for the design and construction of the Animal Control Shelter. The contract was based on a facility proposed by the Animal Control Unit, a division of the Savannah-Chatham Metropolitan Police Department, for a facility based on one constructed in Glynn County. Change Order 1 recognized the expanded scope of Chatham County’s project. Change Order 2 adds a utility building and area.

FACTS AND FINDINGS:

1. Change Order 2 to the contract adds design and engineering for a utility building and utility area. The building will house the crematorium, walk-in cooler and refuse dumpster. Based on the expanded scope of work, especially related to mechanical work for upgraded utilities, Lott+Barber presented a change order for \$10,750. Staff has reviewed the proposal and considers it reasonable based on the additional work.
2. Contract history:

Contract (9/8/06)	\$ 95,000
Change Order 1 (3/13/09)	\$ 30,000
Change Order 2 (pending)	\$ 10,750
New Contract Amount	\$135,750

FUNDING: \$950,000 DSA Series 2005 Bonds
(3703910 - 54.13011 - 37030297)

ALTERNATIVES:

1. Board approval of Change Order 2, in the amount of \$10,750, to the professional services contract with Lott + Barber for the design and engineering of the Animal Control Shelter.
2. Board not approve the Change Order.

POLICY ANALYSIS: Georgia law and *The Chatham County Purchasing Ordinance and Procedures Manual* provide authority for the Board to enter into agreements and amend them as necessary for professional service contracts. Change orders can only be justified based upon a change in scope from the original assignment or additional services. In this instance, both circumstances apply.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
TOM DRANE

ITEM M

ISSUE: Request Board approval to enter into an agreement with the West Chatham Soccer Association, Savannah GA., for use of field space at L. Scott Stell as a home site for their soccer club.

BACKGROUND: Chatham County Public Works and Park Services received a request November 2009 by the president of the West Chatham Soccer Association. They were looking for field space for their West Chatham Youth Soccer program. Their first choice was L. Scott Stell, even though there are not soccer fields at L. Scott Stell, staff met on the site and identified an area that can be used to practice and play their home games. They currently have one age group, U12 boys with the hope of adding additional ages as low as U6.

FACTS AND FINDINGS:

- 1. The License and Cooperation Agreement is for one year with automatic renewal options. The Association will not have exclusive rights to the fields, but remain open to the general public.
- 2. The Association agrees to schedule all soccer use of the fields with the Staff. The Association agrees to provide in kind services to defray some of the cost.
- 3. The Association will provide general liability insurance and agree to indemnify and hold harmless the County from all claims for damages to property or person made by third parties.
- 4. Staff recognizes this as an opportunity to utilize the park while promoting youth sports.

FUNDING: N/A

ALTERNATIVES:

- 1. Board approval to enter into an agreement with the West Chatham Soccer Association, Savannah GA., for use of field space at L. Scott Stell as a home site for their soccer club.
- 2. Provide staff other direction.

POLICY ANALYSIS: It is consistent with Board policy to approve promoting youth sports activities, while highlighting the park and its facilities.

RECOMMENDATION: Staff recommends approval of Alternative 1.

BUDGET APPROVAL _____
RUSHEDA ADESHINA

PREPARED BY _____
PURCHASING AGENT

=====

XI. FIRST READINGS

Proposed changes to ordinances must be read or presented in written form at two meetings held not less than one week apart. A vote on the following listed matters will occur at the next regularly scheduled meeting. On first reading, presentation by MPC staff and discussion only by Commissioners will be heard. Comments, discussion and debate from members of the public will be received only at the meeting at which a vote is to be taken on one of the following listed items.

- 1. **THE PETITIONER TRACY OPRA, AGENT FOR THE ELIZABETH HOUSE FOR WOMEN, INC., IS REQUESTING AN AMENDMENT TO SECTIONS 2, 4.5-1 AND 4.5-2 OF THE CHATHAM COUNTY ZONING ORDINANCE TO DEFINE AND ALLOW WOMEN'S SHELTERS IN THE R-A, R-3, I-P, B-N, AND B-C ZONING CLASSIFICATIONS SUBJECT TO DEVELOPMENT STANDARDS. THE MPC RECOMMENDS APPROVAL AS OUTLINED.**
MPC FILE NO. Z-091231-00082-2
[UNINCORPORATED AREA – ALL DISTRICTS.]
SEE ADDITIONAL REQUEST FROM DIRECTOR OF BSRS FOR CLARIFICATION FROM APPLICANT. THIS WILL BE POSED DURING SECOND READING TO MS. OPRA.

ACTION OF THE BOARD:

Chairman Liakakis read this item into the record as the first reading.

AGENDA ITEM: XI-1
AGENDA DATE: March 12, 2010

TO: BOARD OF COMMISSIONERS

THROUGH: R. E. ABOLT, COUNTY MANAGER

FROM: GREGORI S. ANDERSON, DIRECTOR BUILDING SAFETY & REGULATORY SERVICES

ISSUE

Proposed Text Amendment to Provide Definitions, Development Standards and Use Approval of Women’s Shelters within the Unincorporated County.

BACKGROUND

The existing Chatham County Zoning Ordinance does not allow for transitional shelters. The proposed text amendment would require new enforcement methods to ensure compliance to the ordinance in the filed. Such enforcement methods and procedures are based upon proper interpretation and clarity of the text.

FACTS AND FINDINGS

1. The definition of the shelter excludes the housing of women leaving correctional facilities or substance abuse programs, but is silent on women leaving mental institutions or receiving mental or emotional care.
2. The use definition limits the operation and ownership of the facility to a not-for-profit agency or organizations that provide temporary residential service. However, it does not indicate whether a state license, local license or tax certificate would be required for the use.
3. The development provisions for the facility limits the stay to a maximum of 180 consecutive days with no mechanism of enforcement.

FUNDING

Not Applicable

ALTERNATIVES

1. Approve proposed text amendment as submitted
2. Approve proposed text amendment as amended
3. Redirect to MPC staff for clarification of the language

POLICY ANALYSIS

The proposed text amendment introduces a new use within the unincorporated limits that requires a new level of enforcement procedures. In order to be effective in our enforcement, clarity in the language and its intent is needed.

RECOMMENDATION

Board Consideration

=====

2. ADOPT THE COUNTY ALCOHOLIC BEVERAGE CATERER ORDINANCE.

ACTION OF THE BOARD:

Chairman Liakakis read this item into the record as the first reading.

AGENDA ITEM: XI-2
AGENDA DATE: March 12, 2010

TO: BOARD OF COMMISSIONERS

THROUGH: R. E. ABOLT, COUNTY MANAGER

FROM: GREGORI S. ANDERSON, DIRECTOR BUILDING SAFETY & REGULATORY SERVICES

ISSUE

To Propose the Adoption of the County Alcoholic Beverage Caterer Ordinance

BACKGROUND

The Georgia Code, O.C.G.A. 3-11-1, Chapter 11 was amended to provide provisions for the sale off-premises of alcoholic beverages for catered events.

FACTS AND FINDINGS

- 1. Georgia Code O.C.G.A. 3-11-1 provides jurisdiction with the authority to adopt regulations and enforcement provisions for the sale of alcoholic beverages by caterers for catered events.
- 2. The proposed ordinance will apply to business operators that have a valid State and Local alcoholic beverage retail license.
- 3. Enforcement of the proposed ordinance can be obtained by the current Departmental staff.

FUNDING

Not Applicable

ALTERNATIVES

- 1. Adopt the proposed alcoholic beverage caterer ordinance
- 2. Provide direction to staff

POLICY ANALYSIS

The Georgia Code was amended to provide regulations for the retail sale of alcoholic beverages for catered events. The alcoholic beverage caterer license allows the retail sales and off-premises consumption of alcoholic beverages. In order to qualify for the issuance of the license, alcoholic beverage caterers must have a valid State and County license for the retail sales of alcoholic beverages.

RECOMMENDATIONS

Alternative #1, adopt proposed ordinance.

=====

XII. SECOND READINGS

None.

=====

XIII. INFORMATION ITEMS

- 1. **PROGRESS REPORT ON GENERAL FUND CONTINGENCY ACCOUNT - M&O AND THE SPECIAL SERVICE DISTRICT (SEE ATTACHED).**

ACTION OF THE BOARD:

A status report was attached as information.

=====

- 2. **LIST OF PURCHASING ITEMS BETWEEN \$2,500 AND \$9,999 (SEE ATTACHED).**

ACTION OF THE BOARD:

A status report was attached as information.

AGENDA ITEM: XIII-2
AGENDA DATE: March 12, 2010

List of Purchasing Items between \$2,500 and \$9,999
That Do Not Require Board Approval

<u>ITEM</u>	<u>DEPT.</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>FUNDING</u>
Printing and binding of plans for Truman Parkway V	Engineering	Jordan, Jones and Goulding Inc.	\$4,056	SPLOST(1985-1993) - Truman Parkway V
500 assorted sign blanks	Public Works and Park Services	Vulcan, Inc.	\$3,487	SSD - Public Works
Generator rental for Courthouse	Special Projects	Cummins Power South, LLC	\$2,806	SPLOST (2008-2014) - Judicial Courthouse Construction
Replace 14 boiler tubes in boiler #2 and perform hydrostatic test	Detention Center	Crawford Boiler (Sole Source)	\$8,120	General Fund/M&O - Detention Center
Annual preventative maintenance agreement for equipment in six (6) courtrooms	Court Administrator	Stage Front Presentation Systems	\$4,953	General Fund/M&O - Court Administrator
200 10' sign posts	Public Works and Park Services	Newman Traffic Signs	\$5,131	SSD - Public Works
Three (3) month mail meter rental for Eisenhower and Wilmington Island Tag offices	Tax Commissioner	Pitney Bowes Credit Corporation	\$2,586	General Fund/M&O - Tax Commissioner
Type III riprap for Salt Creek Park renovations	Public Works and Park Services	Aggregates USA, LLC	\$3,819	CIP - Parks and Recreation
Repair and refinish 2007 Ford 150 truck - Unit #123	Fleet Operations	A & L Autobody, Inc.	\$3,996	General Fund/M&O - Fleet Operations
One (1) Hewlett- Packard server	Public Libraries	Hewlett-Packard Company (State Contract)	\$2,693	SPLOST (1998-2003) - Library Equipment
Four (4) replacement projectors for Superior Court	Court Administrator	Stage Front Presentation Systems (Sole Source)	\$7,735	General Fund/M&O - Court Expenditures
One (1) longitudinal cyclic actuator	Mosquito Control	Heli-Mart, Inc.	\$2,905	General Fund/M&O - Mosquito Control

=====

EXECUTIVE SESSION

Upon motion being made by Commissioner Farrell and seconded by Commissioner Shay, the Board recessed at 11:20 a.m. to go into Executive Session for the purpose of discussing litigation, land acquisition and personnel. [Commissioner Thomas was not present.]

Following adjournment of the Executive Session, the meeting of the Board of Commissioners was reconvened at 11:48 a.m.

=====

ITEMS FROM EXECUTIVE SESSION

- 1. **REQUEST BOARD APPROVE A MOTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE AN AFFIDAVIT THAT THE EXECUTIVE SESSION WAS HELD IN COMPLIANCE WITH THE OPEN MEETINGS ACT.**

ACTION OF THE BOARD:

Commissioner Farrell moved to approve a motion to authorize the Chairman to execute an Affidavit that the Executive Session was held in compliance with the Open Meetings Act. Commissioner Holmes seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

=====

APPOINTMENTS

- 1. **CHATHAM COUNTY BOARD OF HEALTH**

ACTION OF THE BOARD:

Commissioner Odell made a motion to appoint Courtney Reich to serve on the Chatham County Board of Health with a term to expire December 31, 2015. Commissioner Holmes seconded the motion and it carried unanimously. [Commissioner Thomas was not present.]

=====

ADJOURNMENT

There being no further business to be brought before the Commissioners, the Chairman declared the meeting adjourned at 11:51 a.m.

=====

APPROVED: THIS _____ DAY OF _____, 2010

 PETE LIAKAKIS, CHAIRMAN, BOARD OF
 COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

 SYBIL E. TILLMAN, CLERK OF COMMISSION